Treasury Board of Canada Secretariat
Secrétariat du Conseil du Trésor du Canada

Correctional Services (CX)

Agreement Between the Treasury Board and the Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada - CSN

**Group: Correctional Services
(All employees)**

Expiry date: 2018-05-31

CSN

UCCO SACC

Pride • Solidarity • Dignity
Fierté • Solidarité • Dignité

Canada

This agreement covers the following classifications:

Code	Group
601	Correctional Services (CX)

Treasury Board of Canada Secretariat
Compensation and Labour Relations
L'Esplanade Laurier
140 O'Connor St
Ottawa ON K1A 0R5

© Her Majesty the Queen in right of Canada,
represented by the President of Treasury Board, 2018.

Catalogue No.: BT42-601/2018E-PDF
ISBN: 978-0-660-25599-6

This document is available on the Treasury Board of Canada Secretariat website at the following address:

www.tbs-sct.gc.ca/agreements-conventions/index-eng.aspx

Union of Canadian Correctional Officers – Syndicat
des agents correctionnels du Canada - CSN
1601 De Lorimier Avenue
Montréal QC H2K 4M5

Website address:

www.ucco-sacc-csn.ca

Table of contents

Part 1: general 5

Article 1: purpose and scope of agreement 5

Article 2: interpretation and definitions 5

Article 3: application 8

Article 4: state security and safety 8

Article 5: precedence of legislation and the collective agreement 8

Article 6: managerial responsibilities 8

Article 7: recognition 9

Part 2: staff relations matters 9

Article 8: employee representatives 9

Article 9: use of Employer facilities 10

Article 10: check-off 12

Article 11: information 14

Article 12: employees on premises of other employers 14

Article 13: restriction on outside employment 14

Article 14: leave with or without pay for Union business 14

Article 15: illegal strikes 17

Article 16: job security 17

** Article 17: discipline 18

** Article 18: health and safety 19

** Article 19: joint consultation 19

Article 20: grievance procedure 20

Part 3: working conditions 25

** Article 21: hours of work and overtime 25

Article 22: reporting pay 29

Article 23: court duty 29
Article 24: call-back pay 29
Article 25: shift premiums 30
Article 26: designated paid holidays 30
Article 27: travelling time 32
Article 28: leave, general 34
** Article 29: vacation leave with pay 34
** Article 30: other leave with or without pay 39
Article 31: sick leave with pay 51
Article 32: education leave without pay and career development leave 52
** Article 33: severance pay 54
** Article 34: modified hours of work 55
Article 35: part-time employees 58

Part 4: other terms and conditions of employment 60

Article 36: technological change 60
Article 37: no discrimination 61
Article 38: sexual harassment 62
Article 39: statement of duties 62
Article 40: employee performance review and employee files 62
Article 41: National Joint Council agreements 63
Article 42: religious observance 64
** Article 43: allowances and premiums 64
Article 44: shift principle 66
** Article 45: maternity-related reassignment or leave 67
Article 46: medical appointment for pregnant employees 68
Article 47: training consultation 68

Article 48: membership fees 69

Part 5: pay and duration 69

Article 49: pay administration 69

Article 50: agreement re-opener clause 70

** Article 51: duration 70

**** Appendix "A" 72**

CX: Correctional Services (Supervisory and Non-Supervisory) Group 72

Annual rates of pay (in dollars) 72

**** Appendix "B" 74**

Work force adjustment 74

**** Appendix "C" 103**

Overtime meal allowance 103

Appendix "D" 104

Inmate escorts 104

**** Appendix "E" 105**

Memorandum of Understanding Between the Treasury Board and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) Regarding the Exclusion of CX-4 Level Positions 105

Appendix "F" 106

Contributions to Fondaction 106

Appendix "G" 106

Removal from duties pending the outcome of disciplinary investigations in regards to incidents involving offenders 106

**** Appendix "H" 106**

Memorandum of Understanding Between the Treasury Board and Union of Canadian Correctional Officers –

Syndicat des agents correctionnels du Canada – CSN (UCCO-SACC-CSN) with respect to notice of shift change 106

Appendix "I" 107

List of institutions that do not have a Union office or that share a Union office 107

**** Appendix "J" 107**

Archived provisions for the elimination of severance pay for voluntary separations (resignation and retirement) 107

Appendix "K" 111

Letter of Understanding Between the Treasury Board and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) with Respect to the Effective Scheduling for the Correctional Service of Canada (CSC) 111

Appendix "L" 113

Memorandum of Understanding 113

Part 1: general

Article 1: purpose and scope of agreement

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the employees and to set forth herein certain terms and conditions of employment for all employees described in the certificates issued by the Public Service Labour Relations Board on March 13, 2001, covering employees in the Correctional Group.

1.02 The purpose of this collective agreement is to establish, within the framework provided by law, orderly and efficient labour relations between the Employer, the Union and employees and to define working conditions aimed at promoting the safety and well-being of employees.

Moreover, the parties to this agreement also share the goal that the people of Canada will be well and efficiently served.

Article 2: interpretation and definitions

2.01 For the purpose of this agreement:

a. "Union"

means the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada – CSN (UCCO-SACC-CSN) (agent négociateur et Syndicat);

b. "allowance"

means compensation payable for the performance of special or additional duties (indemnité);

c. "bargaining unit"

means the employees of the Employer in the Correctional Group, Operational Category, whose duties do not include the supervision of other employees in that occupational group, as described in the certificate issued by the Public Service Labour Relations Board on March 13, 2001 (unité de négociation);

d. "continuous employment"

has the same meaning as specified in the existing Directive on Terms and Conditions of Employment of the Employer on the date of signing of this agreement (emploi continu);

e. "daily rate of pay"

means an employee's weekly rate of pay divided by five (5) (taux de rémunération journalier);

f. "day of rest"

in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission (jour de repos);

g. "employee"

means a person so defined in the Federal Public Sector Labour Relations Act, and who is a member of one of the bargaining units specified in Article 7 (employé-e);

h. "Employer"

means Her Majesty in right of Canada as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board (Employeur);

i. "holiday"

means (jour férié):

i. the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this agreement;
ii. however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:

   A. on the day it commenced where half (1/2) or more of the hours worked fall on that day,
   or
   B. on the day it terminates where more than half (1/2) of the hours worked fall on that day;

j. "hourly rate of pay"

means a full-time employee's weekly rate of pay divided by forty (40) (taux de rémunération);

k. "lay-off"

means the termination of an employee's employment because of lack of work or because of the discontinuance of a function (mise en disponibilité);

l. "leave"

means authorized absence from duty by an employee during his or her regular or normal hours of work (congé);

m. "membership dues"

means the dues established pursuant to the constitution of the Union as the dues payable by its members as a consequence of their membership in the Union, and shall not include any initiation fee, insurance premium, or special levy (cotisations syndicales);

n. "overtime"

means (heures supplémentaires):

i. in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
or

ii. in the case of a part-time employee, authorized work in excess of the normal daily or weekly hours of work of a full-time employee specified by this collective agreement but does not include time worked on a holiday;

o. "common-law partner"

in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one (1) year (conjoint de fait);

p. "shift"

means the employee's regularly scheduled continuous hours of work, not the post to which the employee is assigned (quart);

q. "shift schedule"

means the arrangement of shifts over a given period of time (horaire de quarts);

r. "shift cycle"

means the regularly scheduled shifts between two (2) periods of at least two (2) consecutive days of rest (cycle de quarts);

s. "spouse"

means the person married to the employee. Will, when required, be interpreted to include common-law partner except, for the purpose of the Foreign Service Directives, the definition of spouse will remain as specified in Directive 2 of the Foreign Service Directives (Époux);

t. "straight-time rate"

means the employee's hourly rate of pay (tarif normal);

u. "time and one-half"

means one and one-half (1 1/2) times the employee's hourly rate of pay (tarif et demi);

v. "time and three-quarters"

means one and three-quarters (1 3/4) the employee's hourly rate of pay (tarif et trois-quarts);

w. "double time"

means two (2) times the employee's hourly rate of pay (tarif double);

x. "weekly rate of pay"

means an employee's annual rate of pay divided by fifty-two point one seventy-six (52.176) (taux de rémunération hebdomadaire).

2.02 Except as otherwise provided in this agreement, expressions used in this agreement:

a. if defined in the Federal Public Sector Labour Relations Act, have the same meaning as given to them in the Federal Public Sector Labour Relations Act,
and
b. if defined in the Interpretation Act, but not defined in the Federal Public Sector Labour Relations Act, have the same meaning as given to them in the Interpretation Act.

Article 3: application

3.01 The provisions of this agreement apply to the Union, employees and the Employer.

3.02 Both the English and French texts of this agreement shall be official.

Article 4: state security and safety

4.01 Nothing in this agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

Article 5: precedence of legislation and the collective agreement

5.01 In the event that any law passed by Parliament, applying to public service employees covered by this agreement, renders null and void any provision of this agreement, the remaining provisions of the agreement shall remain in effect for the term of the agreement.

5.02 The collective agreement shall have precedence over directives or policies.

Article 6: managerial responsibilities

6.01 Except to the extent provided herein, this agreement in no way restricts the authority of those charged with managerial responsibilities in the public service.

Article 7: recognition

7.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees described in the certificate issued by the Public Service Labour Relations Board on the thirteenth (13th) day of March 2001, covering employees of the Correctional Group whose duties do not include the supervision of other employees.

Part 2: staff relations matters

Article 8: employee representatives

8.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.

8.02 The Union and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, then any dispute shall be resolved by the grievance/adjudication procedure.

8.03 The Union and each local Union transmits to the Employer, in writing, the names and titles of its appointed delegates, in accordance with clause 8.02.

8.04

a. A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
b. Where practicable, when management requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.
c. An employee shall not suffer any loss of pay when leaving his or her work under paragraph (a).

8.05 The Union shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

8.06

a. On written notice given at least ten (10) days in advance to the institutional warden, an employee designated by the Union shall obtain leave without pay to participate in Union activities, which are defined in Articles 8 and 14.

b. The employee who has thus received authorization shall be paid by the Employer. The Union will then reimburse the Correctional Service of Canada (CSC) by sending the latter the actual gross salary paid with regard to each person-day; in addition, the Union shall also pay to the Correctional Service of Canada (CSC) an amount equal to fifteen per cent (15%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work.

c. The Union shall reimburse the Correctional Service of Canada (CSC) for the amount indicated on the invoice that is sent to them. The invoice statement shall include the amount of the gross salary and the number of days pertaining to each employee; this statement must also indicate the calculations of the amount equal to the fifteen per cent (15%) mentioned above.

d. The Union agrees to reimburse the Correctional Service of Canada (CSC) for the amount appearing on the invoice within ninety (90) days following the invoice date.

8.07 An employee who is elected or appointed to Union duties in the Union, the CSN or one of its affiliated organizations shall, within thirty (30) days of a written request to this end, obtain leave without pay for the duration of his or her mandate(s).

At the end of such leave without pay or at any time during such leave, the employee may, on thirty (30) days' notice, return to the position that he or she held when he or she went on leave or an equivalent post if the employee's return to the institution occurs within one year.

However, should the employee return after more than one year of leave to participate in Union duties, they shall return in an equivalent post to the post worked immediately before the leave without pay situation to their former institution or another institution as agreed upon between the Correctional Service of Canada (CSC) and the employee.

Article 9: use of Employer facilities

9.01

a. Bulletin boards

Reasonable space on bulletin boards, including electronic bulletin boards where available, will be made available to the Union for the posting of official Union notices. The Union shall endeavour not to post notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. The Union shall provide by hand an advance paper copy of the documents to be posted to the warden or his or her delegate, except notices related to the business affairs of the Union, including the names of Union representatives, and social and recreational events. At the warden's or his or her delegate's request, the Union must withdraw immediately any document the warden or his or her delegate considers adverse to the interests of the Employer or to the interests of any of its representatives.

b. Correctional Service of Canada (CSC)'s electronic network

The Correctional Service of Canada (CSC) shall allow the Union to use the Correctional Service of Canada (CSC)'s electronic network to distribute information to the members of the Union pursuant to sub-paragraphs 9.01(b)(i), (ii) and (iii);

i. The Union shall endeavour to avoid requests for distributing information which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Distribution of information shall require the prior approval of the Correctional Service of Canada (CSC).
ii. Such approval shall be requested from the warden or his or her delegate at the local level, from the Regional Deputy Commissioner or his or her delegate at the regional level and from the Director General of Labour Relations or his or her delegate at the national level; it shall not be unreasonably withheld.
iii. The Correctional Service of Canada (CSC) will transmit the approved information via its electronic network within two (2) working days (not counting Saturdays, Sundays and designated paid holidays). The person responsible for the approval will ensure the distribution of the information.

c. The Correctional Service of Canada (CSC) ensures a hyperlink to the Union's website from its intranet (infonet).

9.02

a. In institutions where the local Union has been provided with an office for its exclusive use, the Correctional Service of Canada (CSC) commits, for the duration of this agreement, to continue providing an office for the exclusive use of the local Union as long as the institution remains open.
b. As for institutions where there is no office for the exclusive use of the local Union or where there is simply no office for the local Union, the management of the institution and the representatives of the local Union will meet to try to find, if possible, a location within the institution that could be used as an office for the local Union. The warden or his or her delegate will make all reasonable efforts to ensure an office is made available to the local Union in the institution.
c. The management of the institution will provide, at no cost to the Union, for each office made available to the local Union, a desk, chairs, a phone and a phone line. Where the Union chooses to proceed with the installation of a direct line it will be responsible for all installation and user costs. In all instances, long distance costs are at the expense of the Union.

9.03

a. Any representative from outside the local (elected officer or Union staff representative) can have access to an institution of the Correctional Service of Canada (CSC) for the purpose of resolving a complaint or a grievance, attending a meeting with management, meeting with a member of the local Union or attending a general assembly of the local Union, providing a notice indicating who's coming into the institution, for which purpose and when the meeting will be taking place is given to the warden or his or her delegate, one (1) day in advance if possible.

b. Notwithstanding paragraph 9.03(a) the warden or his or her delegate retains the right to deny access at any time or restrict access to areas of the institution to protect the security of the institution or the safety of persons. Permission to enter the institution will not be unreasonably withheld.

9.04 The Union shall provide the Correctional Service of Canada (CSC) a list of such Union representatives and shall advise promptly of any change made to the list.

9.05

a. The Union can hold general meetings of the local on the premises of institutions. The location, date and duration of such meetings shall be agreed upon with the warden or his or her delegate, if possible seven (7) days before said meeting is held.
b. The present clause does not grant employees on duty the right to leave their assigned posts to attend such a meeting nor does it allow employees from other institutions than where the meeting is held, suspended employees or employees who cannot enter the institutions for medical reasons to enter the institution when such a meeting is held.
c. Once the Union has the right to strike, it cannot hold meetings in the institution or on the institutional reserve.

Article 10: check-off

10.01 Subject to the provisions of this article, the Employer will, as a condition of employment, deduct the amount of Union dues set by the Union from the pay of each employee in the bargaining unit. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions made under this article, the Employer shall not be obligated to make such deduction from subsequent salary.

10.02 The Union shall inform the Employer in writing of the amount of Union dues to be collected for each employee as well as any subsequent changes. The Employer will implement subsequent changes within ninety (90) days of receiving notice of such change.

10.03 For the purpose of applying clause 10.01, deductions from pay for each employee will start with the first (1st) full calendar month of employment to the extent that earnings are available.

10.04 An employee who satisfies the Employer to the extent that he or she declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the Income Tax Act, equal to dues, shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved.

10.05 No employee organization, as defined in Section 2 of the Federal Public Sector Labour Relations Act, other than the Union, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

10.06 The amounts deducted in accordance with clause 10.01 shall be remitted to the National President of the Union by electronic payment within a reasonable period of time after deductions are made. Each monthly remittance shall be accompanied by a list on paper and in computer-file format indicating the following information:

a. Employee's name;
b. Name or code of the institution;
c. Employee's classification (CX-1, CX-2 or CX-03);
d. Gross earning for the pay period;
e. Union dues deducted;
f. Cumulative amount of Union dues;
and, by a list on paper only indicating:
g. Date of termination of employment or reason for lack of check-off;
h. Date of transfer to another bargaining unit.

10.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

10.08 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

10.09 In each income tax year, the Employer agrees to provide each employee with the total amount of Union dues deducted on statements of income for income tax purposes in conformity with the Income Tax Act.

10.10

a. When an employee accepts a position outside the bargaining unit, for a period of more than seven (7) consecutive days, the Employer shall, in the next thirty (30) days stop checking off Union dues. If the Employer is unable to cease checking off Union dues for the above-mentioned time period, the Union is to be notified. Afterwards, the Union shall receive from the Employer, information relative to the refunding of the Union dues that have been overpaid on a form agreed upon by both parties. The refund of the overpaid Union dues is to be carried out according to the method agreed upon by both parties.
b. Once an employee returns to the bargaining unit, the Employer shall check off Union dues within thirty (30) days of the employee's return. If the checking off of dues does not take place in the above-mentioned time period, the Union is to be notified. Afterwards, the Employer shall ensure that the Union receives the Union dues that it is owed. Furthermore, the Union dues arrears for this employee shall be recovered by the Employer in a way agreed upon by both parties.

10.11 By the fifth (5th) working day of each month, the warden will provide the local Union with the following information in writing:

a. the name of each employee who, during the previous month, obtained an acting assignment within the institution for more than seven (7) consecutive days along with the title and the number of the position obtained;
b. the name of each employee whose acting assignment within the institution has been extended during the previous month, along with the title and the number of the position;
c. the name of any employee who, during the previous month, returned to their position following the end of an acting assignment of more than seven (7) consecutive days.

Article 11: information

11.01 The Employer agrees to supply the Union each month with the name, geographic location and classification of each new employee.

11.02 The Employer agrees to supply each employee with a copy of the collective agreement in booklet format and makes an effort to do so within one (1) month after receipt from the printer.

Article 12: employees on premises of other employers

12.01 If employees are prevented from performing their duties because of a strike or lockout on the premises of a provincial, municipal, commercial or industrial Employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

Article 13: restriction on outside employment

13.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

Article 14: leave with or without pay for Union business

Complaints made to the Federal Public Sector Labour Relations and Employment Board Pursuant to section 190(1) of the Federal Public Sector Labour Relations Act

14.01 As long as the employee requests it in writing at least ten (10) calendar days in advance, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the Federal Public Sector Labour Relations Act alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2), 187, 188(a) or 189(1), of the Public Service Labour Relations Act, the Employer will grant leave with pay:

a. to an employee who makes a complaint on his or her own behalf, before the Federal Public Sector Labour Relations and Employment Board,
and
b. to an employee who acts on behalf of an employee making a complaint, or who acts on behalf of the Union making a complaint.

Applications for certification, representations and interventions with respect to applications for certification

14.02 When operational requirements permit, the Employer will grant leave without pay:

a. to an employee who represents the Union in an application for certification or in an intervention,
and
b. to an employee who makes personal representations with respect to a certification.

14.03 The Employer will grant leave with pay:

a. to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board,
and
b. when operational requirements permit, to an employee called as a witness by an employee or the Union.

Arbitration board hearings, Public Interest Commission hearings and alternate dispute resolution process

14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Union before an Arbitration Board, Public Interest Commission or in an alternate dispute resolution process.

14.05 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board, Public Interest Commission or in an alternate dispute resolution process and, when operational requirements permit, leave with pay to an employee called as a witness by the Union.

Adjudication

14.06 As long as the employee requests it in writing at least ten (10) calendar days in advance, the Employer will grant leave with pay to an employee:

a. who is a party to the adjudication or mediation related to said adjudication,
b. who is identified by the Union in writing as the representative of an employee who is a party to an adjudication or mediation related to said adjudication,
and
c. who is a witness called by an employee who is a party to an adjudication. However, in cases where more than one employee are called as witnesses, the Employer will grant leave with pay in accordance with the scheduled appearance of witnesses agreed to by the parties.

Meetings during the grievance process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Union in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

14.08

a. when the Employer originates a meeting with a grievor in his or her headquarters area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area,
   and
b. subject to operational requirements, when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area,
c. subject to operational requirements, when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract negotiation meetings

14.09 The Employer shall grant a leave without pay to employees who attend contract bargaining sessions on the Union's behalf.

Preparatory contract negotiation meetings

14.10 Provided that a written request is made at least ten (10) days in advance, the Employer will grant leave without pay to twenty (20) employees to attend preparatory meetings for the negotiation of the collective agreement.

Meetings between the Union and management not otherwise specified in this article

14.11 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

Participation in Union meetings

14.12

a. Provided that a written request is made, at least thirty (30) days in advance, the Employer grants leave without pay to thirty (30) employees chosen by the Union so they can attend the CSN convention, as well as to thirty (30) employees to attend the convention of the federation to which the Union is affiliated, and if necessary, to two (2) employees per local to participate in the central council's convention.

b. Provided that a written request is made, at least ten (10) days in advance, the Employer shall grant leave without pay to members of the regional executive committee to attend regional executive committee meetings.

These meetings are usually held once a month.

When a Regional Executive meeting is held, a member of the Regional Executive informs the Regional Deputy Commissioner normally ten (10) days in advance of the date on which the Regional Executive meeting is held and of the names of its participants.

c. Provided that a written request is made, at least ten (10) days in advance, the Employer shall grant leave without pay to members of the executive committee of the local to attend local executive committee meetings.

These meetings are usually held once a month.

When a local executive meeting is held, a member of the local executive informs the warden of the institution at least ten (10) days in advance of the date on which the local executive meeting is held and of the names of its participants.

d. Provided that a written request is made, at least thirty (30) days in advance, the Employer grants leave without pay to employees chosen by the Union, so they can attend the Union's national general assembly.

e. Provided that a written request is made to the institutional warden, at least ten (10) days in advance, the Employer grants leave without pay to a Union Officer who participates in a Union activity other than the aforementioned activities. This leave is granted unless there is an exceptional situation. For example: during an escape or an escape attempt, a riot, hostage taking, a major disturbance or crisis situation. Furthermore, if the leave request has not been made at least ten (10) days in advance, this request may be refused if it creates overtime costs.

It is furthermore agreed that this paragraph shall not be used as a pressure tactic against the Employer.

Representatives' training courses

14.13 As long as the employee requests it in writing at least ten (10) calendar days in advance, the Employer will grant leave without pay to a reasonable number of employees chosen by the Union to attend Union training sessions.

Article 15: illegal strikes

15.01 The Public Sector Labour Relations Act provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(1)(c) of the Financial Administration Act, for participation in an illegal strike as defined in the Federal Public Sector Labour Relations Act.

Article 16: job security

16.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

** Article 17: discipline

17.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c), (d) or (e) of the Financial Administration Act, the Employer undertakes to notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

17.03 At any administrative inquiry, hearing or investigation conducted by the Employer, where the actions of an employee may have had a bearing on the events or circumstances leading thereto, and the employee is required to appear at the administrative inquiry, hearing or investigation being conducted, he or she may be accompanied by an employee representative. The unavailability of the representative will not delay the inquiry, hearing or investigation more than forty-eight (48) hours from the time of notification to the employee.

17.04 The Employer shall notify the local representative of the Union as soon as possible that such suspension, termination or financial penalty has occurred. Where a verbal or written reprimand has occurred, the Employer shall notify the local representative of the Union at the request of the employee.

17.05 When notification in writing is given to an employee that he or she is the subject of a disciplinary investigation, the employee shall be provided concurrently with a copy of the order convening the investigation.

17.06 Upon request, the Employer or the employee shall be provided the opportunity to tape record the interview.

17.07

a. Subject to the Access to Information and Privacy Act, the Employer shall provide the employee access to the information used during the disciplinary investigation.

**

b. It is agreed that this provision is designed to provide the employee who was subject to a disciplinary investigation, access to the information and/or document(s) that have been used in the course of said investigation in accordance with the Access to Information Act and the Privacy Act, without the employee having to make an application for said information under the Access to Information Act. The access provided in paragraph 17.07 should be provided promptly within the framework of the disciplinary hearing.

17.08 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

17.09 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

** Article 18: health and safety

18.01 The Employer shall make reasonable provisions for the occupational health and safety of employees. The Employer will welcome suggestions on the subject from the Union, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury or illness.

** Article 19: joint consultation

19.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

19.02 Within five (5) days of notification of consultation served by either party, the Union shall notify the Employer in writing of the representatives authorized to act on behalf of the Union for consultation purposes.

19.03 Upon request of either party, the parties to this agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.

19.04 Without prejudice to the position the Employer or the Union may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

**

19.05 Uniform Committee

a. The Employer and the Union shall maintain a national committee regarding uniforms, footwear and the utility belt. Excluded shall be security equipment.
b. The committee shall be composed of two (2) Union representatives and two (2) Employer representatives.
c. The committee shall meet twice a year for a maximum of two (2) days each time.
d. The committee's mandate shall notably be:
    i. to consult, discuss and recommend correctional officers' needs regarding uniforms, footwear and the utility belt, taking into account the gender-specific needs of female correctional officers.
    ii. to receive complaints and make any recommendations it deems appropriate to the Executive Committee of the Correctional Service of Canada (CSC).
    iii. to recommend the allowances that are necessary and sufficient to look after and replace the items enumerated in subparagraph (i).

Article 20: grievance procedure

20.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC By-Laws.

20.02 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

20.03 A grievance shall not be deemed to be invalid by reason only that it is not in accordance with the form supplied by the Employer. For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, the Union.

Individual grievances

20.04 Subject to and as provided in section 208 of the Federal Public Sector Labour Relations Act, an employee who feels that he or she has been treated unjustly or considers himself or herself aggrieved by any action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 20.07 except that:

a. where there is another administrative procedure provided by or under any Act of Parliament to deal with the employee's specific complaint, such procedure must be followed,
and
b. where the grievance relates to the interpretation or application of this agreement or an arbitral award, the employee is not entitled to present the grievance unless he or she has the approval of and is represented by the Union.

20.05 Except as otherwise provided in this agreement, a grievance shall be processed by recourse to the following levels:

a. level 1: first (1st) level of management;
b. level 2: intermediate level;
c. final level: deputy head or deputy head's authorized representative.

20.06 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented. This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Union.

Notwithstanding the above, when the situation involves a grievance at the first level dealing with a disciplinary action, the representative designated by the Employer cannot be the same person who took part in the disciplinary process or who imposed said disciplinary action.

Clauses 20.07 to 20.22 apply only to individual and group grievances

20.07 A grievor who wishes to present a grievance at a prescribed level in the grievance procedure shall transmit this grievance to his or her immediate supervisor or local officer-in-charge who shall forthwith:

a. forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
   and
b. provide the grievor with a receipt stating the date on which the grievance was received by him or her.

20.08 Where it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the date it is delivered to the appropriate office of the department or agency concerned. Similarly the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present his or her grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

20.09 An employee may be assisted and/or represented by the Union when presenting a grievance at any level.

20.10 The Union shall have the right to consult with the Employer with respect to a grievance at each level of the grievance procedure. Where consultation is with the deputy head, the deputy head shall render the decision.

20.11 A grievance may be presented at the first (1st) level of the procedure in the manner prescribed in clause 20.07 no later than the twenty-fifth (25th) day after the date on which he or she is notified orally or in writing or on which he or she first becomes aware of the action or circumstances giving rise to the grievance.

20.12 The Employer shall normally reply to an individual or group grievance, at any level in the grievance procedure, except the final level, within ten (10) days after the date the grievance is presented at that level. Where such decision or settlement is not satisfactory to the grievor, the grievance may be referred to the next higher level in the grievance procedure within ten (10) days after that decision or settlement has been conveyed to him or her in writing.

20.13 If the Employer does not reply within fifteen (15) days from the date that a grievance is presented at any level, except the final level, the grievor may, within the next ten (10) days, submit the grievance at the next higher level of the grievance procedure.

20.14 The Employer shall normally reply to a grievance at the final level of the grievance procedure within thirty (30) days after the grievance is presented at that level.

20.15 Where an employee has been represented by the Union in the presentation of his or her grievance, the Employer will provide the appropriate representative of the Union with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

20.16 The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the grievor unless the grievance is a class of grievance that may be referred to adjudication.

20.17 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate, the Union representative.

20.18 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels, except the final level may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Union.

20.19 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act, the grievance procedure set forth in this agreement shall apply except that the grievance shall be presented at the final level only.

20.20 A grievor may abandon a grievance by written notice to his or her immediate supervisor or officer-in-charge.

20.21 A grievor who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance, unless the grievor was unable to comply with the prescribed time limits due to circumstances beyond the grievor's control.

20.22 No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause an employee to abandon his or her grievance or refrain from exercising his or her right to present a grievance as provided in this agreement.

Reference to adjudication: individual grievances

20.23 Where an employee has presented a grievance up to and including the final level in the grievance procedure with respect to:

a. the interpretation or application in respect of him or her of a provision of this agreement or a related arbitral award,
   or
b. disciplinary action resulting in suspension or a financial penalty,
   or
c. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act,

and the employee's grievance has not been dealt with to his or her satisfaction, he or she may refer the grievance to adjudication in accordance with the provisions of the Federal Public Sector Labour Relations Act and Regulations.

20.24 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him or her of a provision of this agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Union signifies in the prescribed manner:

a. its approval of the reference of the grievance to adjudication,
and
b. its willingness to represent the employee in the adjudication proceedings.

Power of the adjudicator

20.25 As specified in paragraph 226(1)(i) of the Federal Public Sector Labour Relations Act, the adjudicator may, in relation to any matter referred to adjudication, award interest in the case of grievances involving termination, demotion, suspension or financial penalty, at a rate and for a period that the adjudicator considers appropriate.

Group grievances

20.26 Subject to and as provided in section 215 of the Federal Public Sector Labour Relations Act and clauses 20.07 to 20.22 of this collective agreement, the Union may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

20.27 Opting out of a group grievance

a. An employee in respect of whom a group grievance has been presented may, at any time before a final decision is made in respect of the grievance, notify the Union that the employee no longer wishes to be involved in the group grievance.
b. After receiving the notice, the Union may not pursue the grievance in respect of the employee.

20.28 Reference to adjudication

a. The Union may refer to adjudication any group grievance that has been presented up to and including the final level in the grievance process and that has not been dealt with to its satisfaction.
b. When a group grievance has been referred to adjudication and a party to the grievance raises an issue involving the interpretation or application of the Canadian Human Rights Act, that party must, in accordance with the regulations, give notice of the issue to the Canadian Human Rights Commission.
c. The Canadian Human Rights Commission has standing in adjudication proceedings for the purpose of making submissions regarding an issue referred to in subsection (2).

Policy grievances

20.29 Subject to and as provided in section 220 of the Federal Public Sector Labour Relations Act and the relevant sections of this article, the Employer and the Union may present a grievance to the Union or the Employer, as the case may be, authorized to deal with the grievance. The party who receives the grievance shall provide the other party with a receipt stating the date on which the grievance was received by him.

20.30 There shall be no more than one (1) level in the grievance procedure.

20.31 The Employer and the Union shall designate a representative and shall notify each other of the title of the person so designated.

20.32 The Employer and the Union may present a grievance in the manner prescribed in clause 20.29, no later than the twenty-fifth (25th) day after the earlier of the day on which it received notification and the day on which it had knowledge of any act, omission or other matter giving rise to the policy grievance.

20.33 The Employer and the Union shall normally reply to the grievance within thirty (30) days when the grievance is presented.

20.34 The Employer or the Union, as the case may be, may by written notice to the officer-in-charge withdraw a grievance.

20.35 Reference to adjudication

A party that presents a policy grievance may refer it to adjudication, in accordance with sections 221 and 222 of the Federal Public Sector Labour Relations Act.

Expedited adjudication

20.36 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through Expedited Adjudication with the consent of both parties.
b. When the parties agree that a particular grievance proceeds through Expedited Adjudication, the Union will submit to the FPSLREB the consent form signed by the grievor or the Union.
c. The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the FPSLREB or to the Adjudicator at the hearing.
d. No witnesses will testify.
e. The Adjudicator is appointed by the FPSLREB from among its members who have had at least three (3) years' experience as a member of the Board.
f. Each Expedited Adjudication session takes place in Ottawa, unless the parties and the FPSLREB otherwise agree. The cases are scheduled jointly by the parties and the FPSLREB, and appear on the FPSLREB schedule.

g. The Adjudicator makes an oral determination at the hearing, which is recorded and initialled by the representatives of the parties. This is confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.
h. The Adjudicator's determination is final and binding on all the parties, but does not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

Part 3: working conditions

** Article 21: hours of work and overtime

Hours of work

Day work

21.01 When hours of work are scheduled for employees on a regular basis, they shall be scheduled so that employees:

a. on a weekly basis, work forty (40) hours and five (5) days per week, and obtain two (2) consecutive days of rest,
b. on a daily basis, work eight (8) hours per day.

Shift work

21.02 When a shift is scheduled for an employee on a rotating or irregular basis:

a. it shall be scheduled so that an employee:
    i. over the length of the shift schedule, works an average of forty (40) hours per week,
    and
    ii. on a daily basis, works eight decimal five (8.5) hours per day.
b. every reasonable effort shall be made by the Employer:
    i. not to schedule the commencement of an employee's shift within eight (8) hours of the completion of the employee's previous shift,
    ii. to ensure an employee assigned to a regular shift cycle shall not be required to change his or her shift more than once during that shift cycle without his or her consent except as otherwise required by a penitentiary emergency. A change of shift followed by a return to the original shift is considered as one change;
    and
    iii. to avoid excessive fluctuations in hours of work;
c. they shall, except as otherwise required by a penitentiary emergency, be scheduled so that each shift ends not later than nine decimal five (9.5) hours after its commencement,

d. they shall be scheduled so that an employee will not be regularly scheduled to work more than eight (8) consecutive calendar days. Exceptions may be scheduled at the request of an employee and with the approval of the Employer, or after consultation between the Employer and the Union,
e. the shift schedule shall be of a maximum of fifty-two (52) weeks,
f. an employee shall obtain at least two (2) consecutive days of rest at any one time,
g. a period of twenty-four (24) hours or less between shifts and within a shift cycle shall not be considered a day of rest.

21.03

**

a. Shift schedules shall be posted at least twenty-eight (28) calendar days in advance of the starting date of the new schedule in order to provide an employee with reasonable notice as to the shift he or she will be working. The shift as indicated in this schedule shall be the employee's regularly scheduled shift.
b. The Employer agrees that, before an employee's shift schedule is changed, the change shall be agreed upon in accordance with Appendix "K".
c. Within five (5) days of request for modification served by either party, the Union shall notify the Employer in writing of the authorized representative to act on behalf of the Union.
d. An employee whose regularly scheduled shift is changed, pursuant to subparagraph 21.02(b)(ii), without forty-eight (48) hours prior notice shall be compensated at the rate of time and three-quarters (1 3/4) for the first (1st) full shift worked on the new schedule. Subsequent shifts worked on the new schedule shall be paid for at the straight-time.

General

21.04 An employee's scheduled hours of work shall not be construed as guaranteeing the employee minimum or maximum hours of work.

21.05

a. Provided sufficient advance notice is given and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer.
b. On an approved exchange of shifts between employees, the Employer shall administer the shift schedule as if no exchange had occurred.
c. Premiums and allowances will be paid to the employee who works the shift attracting such premium or allowance.

21.06 After meaningful consultation with the appropriate local Union representative, the Employer will arrange equitable rotation of employees through shifts and post/work assignments. The special needs of employees and the operational requirements of the service shall be considered in the decision-making process.

21.07 Except as may be required in a penitentiary emergency, the Employer shall:

a. grant a correctional officer a paid thirty (30) minute period, away from his work post, to have a meal within the reserve, for every complete eight (8) hour period, and
b. notwithstanding paragraph (a) above, a correctional officer may exceptionally be required to eat his or her meal at their work post when the nature of the duties makes it necessary.
c. In the event that the Employer is unable to grant an employee a meal break, in lieu thereof the employee shall receive an additional one half (1/2) hour of compensation at time and three-quarters (1 3/4).

21.08 For the purpose of Clause 21.07, meal breaks must be agreed upon between the local Union and the Employer.

In the event that an agreement cannot be reached, meal breaks shall be sometime during the following hours:

- day shift: 10:30 to 13:30 hours (10:30 am to 1:30 pm)
- evening shift: 16:30 to 19:30 hours (4:30 pm to 7:30 pm)
- night shift: 02:30 to 05:30 hours (2:30 am to 5:30 am)

21.09 Where an employee's scheduled shift does not commence and end on the same day, such shift shall be deemed for all purposes to have been entirely worked:

a. on the day it commenced where half (1/2) or more of the hours worked fall on that day, or
b. on the day it terminates where more than half (1/2) of the hours worked fall on that day.

Accordingly, the first (1st) day of rest will be deemed to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift; and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest.

21.10 Assignment of overtime work

The Employer shall make every reasonable effort:

a. to allocate overtime work on an equitable basis among readily available qualified employees,
b. to allocate overtime work to employees at the same group and level as the position to be filled, that is, Correctional Officer 1 (CX-1) to Correctional Officer 1 (CX-1), Correctional Officer 2 (CX-2) to Correctional Officer 2 (CX-2) etc.;
   However, it is possible for a local Union to agree in writing with the institutional warden on another method to allocate overtime with
   and

c. to give employees who are required to work overtime adequate advance notice of this requirement.

21.11 The Union is entitled to consult the Commissioner or the commissioner's representative whenever it is alleged that employees are required to work unreasonable amounts of overtime.

21.12 Overtime compensation

An employee is entitled to time and three-quarters (1 3/4) compensation subject to clause 21.13 for each hour of overtime worked by the employee.

For greater certainty, any reference to compensation for each hour of overtime worked elsewhere in this collective agreement is at time and three-quarters (1 3/4).

21.13 An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by him or her.

21.14 Compensation in cash or leave with pay

a. Overtime shall be compensated in cash, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.
b. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.
c. Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for in cash at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the end of the twelve (12) month period.
d. At the request of the employee and with the approval of the Employer, accumulated compensatory leave may be paid out, in whole or in part, once per fiscal year, at the employee's hourly rate of pay as calculated from the classification prescribed in the certificate of appointment of his or her substantive position at the time of the request.
e. An employee may use their approved compensatory leave to reconcile hours owed as a result of shift scheduling calculations.

21.15 Overtime meal allowance

a. An employee who works three (3) or more hours of overtime immediately before or following the scheduled hours of work shall be reimbursed expenses for one (1) meal in the amount of ten dollars ($10.00) except where a free meal is provided.
b. When an employee works overtime continuously beyond the period provided in paragraph (a) above, he or she shall be reimbursed for one (1) additional meal in the amount of ten dollars ($10.00) for each four (4) hour period of overtime worked thereafter, except where a free meal is provided.
c. Reasonable time with pay, to be determined by management, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to his or her place of work.

d. When an employee is on travel status, meal and lodging allowances shall be those provided by the National Joint Council Travel Directive.

**

21.16 Emergency situation

In the case of an emergency, as determined by the Employer, an employee who works a regularly scheduled shift and is required to work continuously during the entire period between the end of the said regularly scheduled shift and the start of the next regularly scheduled shift is entitled to time and three-quarter (1 3/4) compensation for all hours continuously worked after the end of the said regularly scheduled shift.

Article 22: reporting pay

22.01 If an employee reports for work on the employee's scheduled shift, the employee shall be paid for the time actually worked, or a minimum of four (4) hours' pay at straight-time, whichever is the greater.

22.02 Time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

22.03 Payments provided under Call-Back and Reporting Pay shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

Article 23: court duty

23.01 An employee, who is required by subpoena or summons to attend as a witness, or a defendant, or a plaintiff in an action against an inmate or any other person, in any of the proceedings specified in clause 30.14, paragraph "c" of this agreement, as a result of the employee's actions in the performance of his or her authorized duties, shall be considered on duty and shall be paid at the applicable rate of pay and shall be reimbursed for reasonable expenses incurred for transportation, meals and lodging as normally defined by the Employer.

Article 24: call-back pay

Effective January 1, 2014, all references and entitlements related to designated paid holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.

24.01 If an employee is called back to work:

a. on a designated paid holiday which is not the employee's scheduled day of work,
   or
b. on the employee's day of rest,
   or

c. after the employee has completed his or her work for the day and has left his or her place of work, and returns to work, the employee shall be paid the greater of:

   i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period. Such maximum shall include any reporting pay pursuant to clause 22.03 of this collective agreement;
   or
   ii. compensation at the applicable rate of overtime compensation for time worked,

d. provided that the period worked by the employee is not contiguous to the employee's normal hours of work.
e. The minimum payment referred to in subparagraph 24.01(c)(i) above, does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 35.11 of this collective agreement.

24.02 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

No pyramiding of payments

24.03 Payments provided under the overtime, reporting pay, designated paid holiday and standby provisions of this collective agreement and clause 24.01 above shall not be pyramided, that is, an employee shall not receive more than one compensation for the same service.

Article 25: shift premiums

25.01 Shift premium

An employee working on shifts will receive a shift premium of two dollars ($2.00) per hour for all hours worked, including overtime hours, between 3:00 pm and 7:00 am. The shift premium will not be paid for hours worked between 7:00 am and 3:00 pm.

25.02 Weekend premium

An employee working on shifts during a weekend will receive an additional premium of two dollars ($2.00) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.

Article 26: designated paid holidays

Effective January 1, 2014, all references and entitlements related to designated paid holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.

26.01 Subject to clause 26.02, the following days shall be designated paid holidays for employees:

a. New Year's Day,
b. Good Friday,
c. Easter Monday,
d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday,
e. Canada Day,
f. Labour Day,
g. the day fixed by proclamation of the Governor in Council as a general day of Thanksgiving,
h. Remembrance Day,
i. Christmas Day,
j. Boxing Day,
k. one (1) additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first Monday in August,
l. one (1) additional day when proclaimed by an act of Parliament as a national holiday.

26.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14: leave with or without pay for Union business.

26.03 When a day designated as a holiday under clause 26.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.

When two (2) days designated as holidays under clause 26.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

26.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 26.03:

a. work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest,
and
b. work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

26.05

a. When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to the regular daily scheduled hours of work as specified in Article 21 of this collective agreement and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday.
b. The pay that the employee would have been granted had he or she not worked on a designated paid holiday is eight (8) hours remunerated at straight-time.

26.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:

a. compensation in accordance with the provisions of clause 26.05;
   or
b. three (3) hours' pay at the applicable overtime rate of pay.

26.07 Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

26.08 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

26.09 The Employer will as much as possible, not schedule an employee to work both December 25 and January 1 in the same holiday season without his or her consent. In order to achieve this goal, the Employer shall transmit to the local Union, prior to November 15 every year, the work schedule covering the period mentioned above. If difficulties should arise with regard to achieving the goals stipulated above, the Employer and the Union shall meet to work out the best way of achieving the stipulated goals.

Article 27: travelling time

Effective January 1, 2014, all references and entitlements related to designated paid holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.

27.01 For the purposes of this collective agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this article.

27.02 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 27.03 and 27.04. Travelling time shall include time necessarily spent at each stop-over en route provided such stop-over is not longer than three (3) hours.

27.03 For the purposes of clauses 27.02 and 27.04, the travelling time for which an employee shall be compensated is as follows:

For travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure, as determined by the Employer.

For travel by private means of transportation, the normal time as determined by the Employer, to proceed from the employee's place of residence or workplace, as applicable, direct to the employee's destination and, upon the employee's return, direct back to the employee's residence or workplace.

In the event that an alternate time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternate arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

27.04 If an employee is required to travel as set forth in clauses 27.02 and 27.03:

a. On a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day.
b. On a normal working day on which the employee travels and works, the employee shall be paid:
    i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours,
    and
    ii. at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours pay at the straight-time rate of pay.
c. On a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled to a maximum of twelve (12) hours pay at the straight-time rate of pay.

27.05 This article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work, and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

a. on a normal working day, his or her regular pay for the day,
   or
b. pay for actual hours worked in accordance with Article 26: designated paid holidays, and Article 21: hours of work and overtime, of this collective agreement.

27.06 Under the terms of the present article, remuneration shall be paid for the time that an employee spends travelling to attend training courses or sessions jointly determined between the Correctional Service of Canada (CSC) and the Union.

When an employee's participation in a conference or seminar is mandatory, the time that the employee spends travelling to attend them shall be paid.

Article 28: leave, general

28.01 An employee is entitled, once in each fiscal year, to be informed upon request, of the balance of his or her vacation and sick leave credits.

28.02 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement, shall be retained by the employee.

28.03 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

28.04 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

28.05 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

28.06 An employee shall not earn leave credits under this collective agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

28.07 When an employee becomes subject to this agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to eight (8) hours.

28.08 When leave is granted, it will be granted on an hourly basis and the hours debited for each day of leave shall be the same as the hours the employee would normally have been scheduled to work on that day, except for bereavement leave with pay where a day is a calendar day.

** Article 29: vacation leave with pay

Vacation year

29.01 The vacation year shall be from April 1 to March 31 inclusive of the following calendar year.

Accumulation of vacation leave credits

29.02 An employee who has earned at least eighty (80) hours' full pay during any calendar month of a vacation year shall earn vacation leave credits at the following rates provided the employee has not earned credits in another bargaining unit with respect to the same month:

a. ten (10) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
b. thirteen decimal three three four (13.334) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
c. fourteen decimal six six seven (14.667) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
d. fifteen decimal three three four (15.334) hours commencing with the month in which the employees seventeenth (17th) anniversary of service occurs;
e. sixteen decimal six six seven (16.667) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
f. eighteen decimal six six seven (18.667) hours commencing with the month in which the employees twenty-seventh (27th) anniversary of service occurs;
g. twenty (20) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

29.03

a. For the purpose of clause 29.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave except where a person who, on leaving the public service, takes or has taken severance pay. However, the above exception shall not apply to an employee who receives severance pay on lay-off and is reappointed to the public service within one year following the date of lay-off.

   For greater certainty, severance termination benefits taken under clauses 33.04 to 33.07 of Appendix J, or similar provisions in other collective agreements, do not reduce the calculation of service for employees who have not yet left the public service.

b. Notwithstanding paragraph (a) above an employee who was a member of the bargaining unit on May 18, 1989, or an employee who becomes a member of the bargaining unit between May 18, 1989, and May 31, 1990, shall retain, for the purpose of "service" and of establishing his or her vacation entitlement pursuant to this article, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.
c. For the purpose of clause 29.02 only, effective April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six (6) months or more, either as a member of the Regular Force or the Reserve Force while on Class B or C service, shall be included in the calculation of vacation leave credits, once verifiable evidence of such service has been provided in a manner acceptable to the Employer.

Entitlement to vacation leave with pay

29.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits but an employee who has completed six (6) months of continuous employment may receive an advance of credits equivalent to the anticipated credits for the vacation year.

29.05 If at the end of a vacation year, an employee's entitlement to vacation leave with pay includes a fractional entitlement of less or more than one-half (1/2) day, the entitlement shall be increased to the nearest half (1/2) day.

Granting of vacation leave with pay

29.06 Employees are expected to take all their vacation leave during the vacation year in which it is earned.

29.07 The Employer shall, subject to the operational requirements of the service, make reasonable effort to:

**

a. grant the employee vacation leave for at least two (2) consecutive weeks provided notice is given prior to April 1 of any vacation year;
b. grant the employee vacation leave on any other basis if the employee gives the Employer at least two (2) days' advance notice for each day of leave requested.

29.08 The Employer may for good and sufficient reason grant vacation leave on shorter notice than that provided for in clause 29.07.

29.09 When, after December 1 of any vacation year, vacation leave has not been scheduled or taken by an employee, the Employer may schedule such leave during the remainder of the vacation year providing written notice is given to the employee seven (7) calendar days in advance.

29.10 The Employer shall give the employee as much notice as is reasonable that a request for vacation leave has not been approved. Such notice shall be in writing.

29.11 Where, in respect of any period of vacation leave, an employee:

a. is granted bereavement leave,
   or
b. is granted leave with pay because of illness in the immediate family,
   or
c. is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period if requested by the employee and approved by the Employer or reinstated for use at a later date.

29.12 The Employer agrees that, twice (2) a year before scheduling vacation leave, consultation shall take place at the national level and at each institution with the local authorized representative of the Union, to determine the minimum number of correctional officers at each level who may be granted vacation leave at the same time based on the operational requirements of the institution. The second consultation session will occur after December 1.

Carry-over provisions

29.13 When an employee has requested at least eighty (80) hours of vacation leave in accordance with clause 29.07, the unused portion of the employee's balance of vacation shall be:

**

a. With mutual consent between the employee and Employer, paid in cash at the request of the employee at the employee's substantive rate of pay on December 1 of the current fiscal year. If it is not possible for the Employer to meet all employee requests pursuant to this paragraph, requests will be granted in order of most seniority as a correctional officer. Such requests shall be submitted by December 1;
or
b. With mutual consent between the employee and the Employer, carried over into the following vacation year provided the employee has indicated his or her choice to the Employer by December 1. Carry-over beyond one (1) year shall be by mutual consent but in any event the total accumulation shall not exceed two hundred forty (240) hours.

**

29.14

a. When operational requirements prevent an employee from using all the vacation leave credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year;
b. All vacation leave credits in excess of two hundred forty (240) hours on March 31 shall be automatically paid out at the employee's daily rate of pay at the employee's substantive rate of pay on December 1 of the current fiscal year.

Recall from vacation leave with pay

29.15

a. Subject to the operational requirements of the Service, the Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay.
b. When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for reasonable expenses, as normally defined by the Employer, that the employee incurs:

    i. proceeding to the employee's place of duty,
    and
    ii. in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

c. The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under paragraph 29.16(b) to be reimbursed for reasonable expenses incurred by the employee.

Leave when employment terminates

29.16 When an employee dies or otherwise ceases to be employed, the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation with pay to the employee's credit by the daily rate of pay to which the employee is entitled by virtue of the certificate of appointment in effect at the time of the termination of the employee's employment.

29.17 Notwithstanding clause 29.16, an employee whose employment is terminated for cause pursuant to paragraph 12(1)(e) of the Financial Administration Act by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 29.16. The Employer's sole obligation is to send such payment to the most recent address on file for the employee.

29.18 Notwithstanding clause 29.16, an employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act may choose not to be paid for unused vacation leave credits, provided that the appointing organization will accept such credits.

Advance payments

29.19 The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences.

29.20 Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure. Any overpayments in respect of such pay advances shall be an immediate first (1st) charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

**

29.21

a. Employees shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 29.03, only once during their total period of employment in the public service.

Transitional provisions

b. Effective on the date of signing of this agreement, employees with more than two (2) years of service, as defined in clause 29.03, shall be credited a one-time entitlement of forty (40) hours of vacation leave with pay.

c. The vacation leave credits provided in clauses 29.21(a) and (b) above shall be excluded from the application of paragraph 29.14 dealing with the carry-over of vacation leave.

** Article 30: other leave with or without pay

Bereavement leave with pay

**

30.01 For the purpose of this article, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild, foster child or ward of the employee, grandchild, grandparent, father-in-law, mother-in-law, daughter-in-law, son-in-law, and relative permanently residing in the employee's household or with whom the employee permanently resides.

a. When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days which must include the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.
or

**

b. At the request of the employee, such bereavement leave with pay may be taken in two periods to a maximum of five (5) days of leave with pay in total.

When requested to be taken in two (2) periods,

i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death,
and

ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.

iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

**

c. An employee is entitled to one (1) day's bereavement leave with pay for the purpose related to the death of his or her brother-in-law or sister-in-law and grandparents of spouse.

**

d. If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under paragraphs 30.01(a), (b) and (c), the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

e. It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in paragraphs 30.01(a), (b) and (c).

30.02 Maternity leave without pay

a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.

b. Notwithstanding paragraph (a):

   i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
   or
   ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

   the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.

c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.

d. The Employer may require an employee to submit a medical certificate certifying pregnancy.

e. An employee who has not commenced maternity leave without pay may elect to:

   i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
   ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 31: sick leave with pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 31: sick leave with pay, shall include medical disability related to pregnancy.

f. An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.

g. Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

30.03 Maternity allowance

a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraph (c) to (i), provided that she:

  i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
  ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
  iii. has signed an agreement with the Employer stating that:

    A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
    B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
    C. should she fail to return to work in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the public service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$(\text{allowance received}) \quad X \quad \frac{(\text{remaining period to be worked following her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

    however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the Federal Public Sector Labour Relations Act within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

   i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

   ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate of pay and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and

**

   iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay, less any other monies earned during this period.

d. At the employee's request, the payment referred to in subparagraph 30.03(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.

e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

   i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,

   ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.

h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.

i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

30.04 Special maternity allowance for totally disabled employees

a. An employee who:
    i. fails to satisfy the eligibility requirement specified in subparagraph 30.03(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits;
    and
    ii. has satisfied all of the other eligibility criteria specified in paragraph 30.03(a), other than those specified in sections (A) and (B) of subparagraph 30.03(a)(iii);

shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph 30.04(a)(i), the difference between ninety-three per cent (93%) of her weekly rate of pay, and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

b. An employee shall be paid an allowance under this clause and under clause 30.03 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph 30.04(a)(i).

30.05 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.
b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.

d. Notwithstanding paragraphs (a) and (b):

  i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
  or
  ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.

f. The Employer may:

  i. defer the commencement of parental leave without pay at the request of the employee;
  ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
  iii. require an employee to submit a birth certificate or proof of adoption of the child.

g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

30.06 Parental allowance

a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:

  i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
  ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
  and
  iii. has signed an agreement with the Employer stating that:

    A. the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;

B. following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 30.03(a)(iii)(B), if applicable;

C. should he or she fail to return to work in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

$$\text{(allowance received)} \quad \text{X} \quad \frac{\text{(remaining period to be worked following his or her return to work)}}{\text{[total period to be worked as specified in (B)]}}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the Core Public Administration as specified in the Federal Public Sector Labour Relations Act within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

i. where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay, for each week of the waiting period, less any other monies earned during this period;

ii. for each week the employee receives parental, adoption or paternity benefits under the Employment Insurance or the Québec Parental Insurance Plan, he or she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate of pay and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;

iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period,
and

**

iv. where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay, less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in 30.03 c)iii) for the same child.

d. At the employee's request, the payment referred to in subparagraph 30.06(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;

ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.

h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate, the employee was being paid on that day.

i. Where an employee becomes eligible for a pay increment or pay revision while in receipt of parental allowance, the allowance shall be adjusted accordingly.

j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

k. The maximum combined maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

30.07 Special parental allowance for totally disabled employees

a. An employee who:

   i. fails to satisfy the eligibility requirement specified in subparagraph 30.06(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-Term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits; and

   ii. has satisfied all of the other eligibility criteria specified in paragraph 30.06(a), other than those specified in sections (A) and (B) of subparagraph 30.06(a)(iii);

   shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph 30.07(a)(i), the difference between ninety-three per cent (93%) of the employee's rate of pay, and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

b. An employee shall be paid an allowance under this clause and under clause 30.06 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph 30.07(a)(i).

Leave without pay for the care and nurturing of pre-school age children

30.08 Both parties recognize the importance of access to leave for the purpose of care and nurturing of pre-school age children.

30.09 An employee shall be granted leave without pay for the personal care and nurturing of the employee's pre-school age children (including children of common-law spouse) in accordance with the following conditions:

a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
b. leave granted under this article shall be for a minimum period of three (3) weeks;
c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
d. leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

30.10 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

With respect to a leave which total duration is shorter than one (1) year, an employee who has proceeded on leave without pay may also change his or her return to work date by giving a thirty (30) day notice.

Leave without pay for personal needs

30.11 Leave without pay will be granted for personal needs in the following manner:

a. leave without pay for a period of up to three (3) months will be granted to an employee for personal needs as long as the employee's request is submitted forty-five (45) days in advance;
b. leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs as long as the employee's request is submitted forty-five (45) days in advance. However, if the leave requested is for a duration of six (6) months or more, the leave requests must be submitted sixty (60) days in advance;
c. a leave request for a period less than six (6) months can be denied if there is no qualified employee available to replace the employee who is requesting leave or if any additional overtime or relocation costs result by reason of granting such leave;
d. leave may be granted before the notice periods mentioned in this paragraph expire;
e. an employee is entitled to leave without pay for personal needs twice under each of paragraphs (a) and (b) of this clause during the employee's total period of employment in the public service. Leave can only be granted for a second (2nd) time under each of paragraphs (a) and (b) of this clause ten (10) years after the first leave was granted. Leave without pay granted under this clause may not be used in combination with maternity, or parental leave without the consent of the Employer;
f. leave without pay granted under paragraph (a) of this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall not be counted for pay increment purposes;
g. leave without pay granted under paragraph (b) of this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved. Time spent on such leave shall not be counted for pay increment purposes.

Leave with pay for family-related responsibilities

30.12

**

a. For the purpose of this article, family is defined as spouse (or common-law spouse resident with the employee), dependent children (including children of legal or common-law spouse), foster children, step-children, ward of the employee, grandchild, parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides, or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

b. The total leave with pay which may be granted under this clause shall not exceed forty (40) hours in a fiscal year.

c. Subject to paragraph 30.12(b), the Employer shall grant leave with pay under the following circumstances:

  i. to take a dependent family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;
  ii. to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration;
  iii. to provide for the immediate and temporary care of an elderly member of the employee's family;
  iv. for needs directly related to the birth or to the adoption of the employee's child;

**

  v. to attend school functions, if the supervisor was notified of the function as far in advance as possible;

**

  vi. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility.

**

d. Twenty-four (24) hours out of the forty (40) hours stipulated in paragraph (b) can be used for personal reasons.

e. Eight (8) hours out of the forty (40) hours stipulated in paragraph (b) above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

Leave without pay for relocation of spouse

30.13

a. At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse is permanently relocated and up to five (5) years to an employee whose spouse is temporarily relocated.

b. Leave without pay granted under this clause shall be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave for the employee involved, except where the period of such leave is less than three (3) months. Time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

Court leave

30.14 The Employer shall grant leave with pay to an employee for the period of time he or she is required:

a. to be available for jury selection;

b. to serve on a jury;

c. by subpoena or summons to attend as a witness in any proceeding held:

   i. in or under the authority of a court of justice,
   ii. before a court, judge, justice, magistrate or coroner,
   iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position,
   iv. before a legislative council, legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it,
   or
   v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Injury-on-duty leave

30.15 An employee shall be granted injury-on-duty leave with pay for such reasonable period as may be determined by the Employer when a claim has been made pursuant to the Government Employees' Compensation Act, and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,
   or
b. an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

Personnel selection leave

30.16 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the Federal Public Sector, as defined in the Public Service Labour Relations Act, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process, and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

Leave with or without pay for other reasons

30.17 At its discretion, the Employer may grant:

a. leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty. Such leave shall not be unreasonably withheld;
b. leave with or without pay for purposes other than those specified in this collective agreement.

Leave without pay for the long-term care of a parent

30.18 Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.

30.19 An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:

a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given;
b. leave granted under this article shall be for a minimum period of three (3) weeks;
c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
d. leave granted for periods of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.

30.20 An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

With respect to a leave which total duration is shorter than one (1) year, an employee who has proceeded on leave without pay may also change his or her return to work date by giving a thirty (30) day notice.

Article 31: sick leave with pay

Credits

31.01

a. An employee shall earn sick leave credits at the rate of ten (10) hours for each calendar month for which the employee receives pay for at least eighty (80) hours.
b. A shift worker shall earn additional sick leave credits at the rate of one decimal three three (1.33) hours for each calendar month during which he or she works shifts and he or she receives pay for at least eighty (80) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twenty (120) hours of sick leave credits during the current fiscal year.

Granting of sick leave

31.02 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer,
   and
b. he or she has the necessary sick leave credits.

31.03 A statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 31.02(a). However, the Employer may ask for a medical certificate from an employee, when the Employer has observed a pattern in the sick leave usage.

31.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 31.02, Sick leave, will be granted to the employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

31.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

31.06 Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of layoff and who is reappointed in the public service within two (2) years from the date of layoff.

31.07 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to section 12(1)(e) of the Financial Administration Act at a date earlier than the date at which the employee will have utilized his or her accumulated sick leave credits, except where the incapacity is the result of an injury or illness for which Injury on Duty Leave has been granted pursuant to clause 30.15.

Article 32: education leave without pay and career development leave

Education leave without pay

32.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

32.02 The employee may ask to have his or her working hours reduced in order to take courses on a part-time basis. In such a case, the Employer will make every reasonable effort to establish the employee's schedule taking into account the latter's course schedule.

32.03 The Employer may grant to an employee on education leave without pay under this article an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

32.04 The Employer may allow the allowances already being received by the employee to be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are to be continued in whole or in part.

32.05 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.

If the employee:

a. fails to complete the course;
b. does not resume employment with the Employer on completion of the course; or
c. ceases to be employed, except by reason of death or lay-off, before termination of the period he or she has undertaken to serve after completion of the course;

the employee shall repay the Employer all allowances paid to him or her under this article during the education leave or such lesser sum as shall be determined by the Employer.

Career development leave with pay

32.06

a. Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:
    i. a course given by the Employer;
    ii. a course offered by a recognized academic institution;
    iii. a seminar, convention or study session in a specialized field directly related to the employee's work.
b. Upon written application by the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in paragraph 32.06(a) above. The employee shall receive no compensation under Article 21: overtime and Article 27: travelling time, of this collective agreement during time spent on career development leave provided for in this clause.
c. Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Examination leave with pay

32.07 The Employer will grant examination leave with pay to an employee for the time required to write an examination which takes place during the employee's scheduled hours of work provided the employee notifies the Employer seventy-two (72) hours in advance. Such leave will only be granted where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve his or her qualifications.

** Article 33: severance pay

33.01 Under the following circumstances and subject to clause 33.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

a. **Lay-off**

   i. On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

   ii. On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under sub-paragraph (a)(i).

b. **Rejection on probation**
   On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

c. **Death**
   If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

d. **Termination for cause for reasons of incapacity or incompetence**

   i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to section 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

   ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to section 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

33.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

**

For greater certainty, payments in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clauses 33.04 to 33.07 under Appendix J or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 33.02.

**

33.03 Appointment to a separate Employer organization

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid any outstanding payment in lieu of severance, if applicable under Appendix J.

**

33.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provision outlining the payment in lieu are found at Appendix J.

** Article 34: modified hours of work

Effective January 1, 2014, all references and entitlements related to designated paid holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.

The Employer and the Union agree that the following conditions shall apply to employees for whom hours of work are scheduled, in accordance with clause 21.02. The agreement is modified by these provisions to the extent provided herein.

1. General terms

The scheduled hours of work of any day as set forth in a work schedule, may exceed or be less than the regular workday hours specified by this agreement; starting and finishing times of shifts, meal breaks and rest-breaks shall be established by agreement between the Employer and the Union at the local level, and approved according to Appendix "K". The daily hours of work are consecutive.

For shift workers, such schedules shall provide that an employee's normal work week shall average the weekly hours per week specified in this agreement over the life of the schedule.

Whenever an employee changes his or her modified hours or no longer works modified hours, all appropriate adjustments are made.

2. Leave and lieu hours: general

When leave or lieu hours are granted, they will be granted on an hourly basis and the hours debited for each day of leave or lieu hours shall be the same as the hours the employee would normally have been scheduled to work on that day.

3. Specific application

For greater certainty, the following provisions shall be administered as provided herein:

Interpretation and definitions

"Daily rate of pay" shall not apply.

Overtime

Overtime shall be compensated for all work performed on regular working days, or on days of rest at the rate set in Article 21 of the collective agreement.

Travel

Overtime compensation referred to in clause 27.04 of this agreement shall only be applicable on a normal day for hours in excess of the employee's daily scheduled hours of work.

Lieu hours in lieu of designated paid holidays

a. An employee is entitled to lieu hours and is not entitled to designated paid holidays. This employee shall instead earn lieu hours at the rate of eight decimal five (8.5) hours per designated paid holiday as defined in clause 26.01. An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to eight decimal five (8.5) lieu hours for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 14: leave with or without pay for Union business.
b. On January 1 of each year an employee shall receive an advance of credits equivalent to the anticipated credits that may be earned for the calendar year in the amount of ninety-three decimal five (93.5) hours in lieu ("lieu hours") of designated paid holidays. In the event that an additional national holiday is proclaimed as per paragraph 26.01(l), this amount shall be increased by eight decimal five (8.5) hours;
c. An employee whose hours of work are scheduled after January 1 shall receive an advance of credits of hours in lieu ("lieu hours") of designated paid holiday credits equivalent to the remaining number of designated paid holidays that may be earned in the remainder of the calendar year multiplied by eight decimal five (8.5);
d. Subject to operational requirements, the Employer shall make every reasonable effort to grant lieu hours at times desired by the employee provided the employee provides forty-eight (48) hours' advance notice;
e. An employee's remaining lieu hours on December 31 shall be paid at one decimal five (1.5) multiplied by the employee's straight time hourly rate of pay of the substantive position on December 31;

f. Any unearned lieu hours used or paid under the provisions of this clause shall be subject to recovery.

Vacation leave

Employees shall earn vacation at the rates prescribed for their years of service as set forth in Article 29 of this agreement. Leave will be granted on an hourly basis and the hours debited for each day of vacation leave shall be the same as the employee would normally have been scheduled to work on that day.

Employees scheduled to work any portion of a fiscal year under the modified hours of work provisions of this agreement shall not have fractional vacation entitlement of less or more than one-half (1/2) day increased to the nearest half day.

Sick leave

Employees shall earn sick leave credits at the rate prescribed in Article 31 of this collective agreement. Leave will be granted on an hourly basis and the hours debited for each day of sick leave shall be the same as the employee would normally have been scheduled to work on that day.

Shift premium

Shift work employees on modified hour shift schedule will receive a shift premium in accordance with clause 25.01.

Acting pay

The qualifying period for acting pay as specified in clause 49.07 shall be converted to hours.

**

Exchange of shifts

Exchange of shifts will be administered in accordance with clause 21.05.

Minimum number of hours between shifts

The provision in this collective agreement relating to the minimum period between the termination and commencement of the employee's next shift shall apply to an employee subject to modified hours of work.

Breaks

Employees working modified shift schedules are permitted in addition to the lunch or meal break provided in paragraph 21.07, an additional fifteen (15) minute break per additional four (4) hour period of work beyond eight (8) hours.

Article 35: part-time employees

Effective January 1, 2014, all references and entitlements related to designated paid holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.

Definition

35.01 Part-time employee means a person whose normal hours of work are less than those established in Article 21 of this agreement.

General

35.02 Part-time employees shall be entitled to the benefits provided under this collective agreement in the same proportion as their normal weekly hours of work compare with the normal weekly hours of work, unless otherwise specified in this agreement.

35.03 Part-time employees shall be paid at the straight-time rate of pay for all work performed up to the normal daily or weekly hours specified by this collective agreement for a full-time employee.

35.04 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days and the weekly hours specified by this collective agreement.

35.05 Leave will only be provided:

a. during those periods in which employees are scheduled to perform their duties; or
b. where it may displace other leave as prescribed by this collective agreement.

Designated holidays

35.06 A part-time employee shall not be paid for the designated holidays but shall, instead, be paid four decimal two five (4.25) per cent for all straight-time hours worked.

35.07 When a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to the regular daily scheduled hours of work as specified by this agreement and double (2) time thereafter.

35.08 A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 26.01 of this agreement, shall be paid for the time actually worked in accordance with clause 35.07, or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

Overtime

35.09 Overtime means authorized work performed in excess of the normal daily or weekly hours of work, specified by this collective agreement, of a full-time employee, but does not include time worked on a holiday.

35.10 Subject to clause 35.09 a part-time employee who is required to work overtime shall be paid overtime as specified by this collective agreement.

Call-back

35.11 When a part-time employee meets the requirements to receive call-back pay in accordance with clause 24.01 and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate.

Reporting pay

35.12 Subject to clause 35.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest, in accordance with clause 22.01 of this agreement, and is entitled to receive a minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.

Bereavement leave

35.13 Notwithstanding clause 35.02, there shall be no prorating of a "day" in clause 30.01, Bereavement leave with pay.

Vacation leave

35.14 A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal work week, at the rate for years of service established in clause 29.02 of this agreement, prorated and calculated as follows:

a. when the entitlement is ten (10) hours a month, zero decimal two five zero (0.250) multiplied by the hours in the employee's work week per month;
b. when the entitlement is thirteen decimal three three four (13.334) hours a month, zero decimal three three three (0.333) multiplied by the hours in the employee's work week per month;
c. when the entitlement is fourteen decimal six six seven (14.667) hours a month, zero decimal three six seven (0.367) multiplied by the hours in the employee's work week per month;
d. when the entitlement is fifteen decimal three three four (15.334) hours a month, zero decimal three eight three (0.383) multiplied by the hours in the employee's work week per month;
e. when the entitlement is sixteen decimal six six seven (16.667) hours a month, zero decimal four one seven (0.417) multiplied by the hours in the employee's work week per month;
f. when the entitlement is eighteen decimal six six seven (18.667) hours a month, zero decimal four six six six seven (0.46667) multiplied by the hours in the employee's work week per month;
g. when the entitlement is twenty (20) hours a month, zero decimal five zero zero (0.500) multiplied by the hours in the employee's work week per month.

Sick leave

35.15 A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal work week for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal work week.

Vacation and sick leave administration

35.16

a. For the purposes of administration of clauses 35.14 and 35.15, where an employee does not work the same number of hours each week, the normal work week shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
b. An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

Severance pay

35.17 Notwithstanding the provisions of Article 33: severance pay, of this agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

Part 4: other terms and conditions of employment

Article 36: technological change

36.01 The parties have agreed that in cases where as a result of technological change the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix "B" on work force adjustment will apply. In all other cases the following clauses will apply.

36.02 In this article "technological change" means:

a. the introduction by the Employer of equipment or material of a different nature than that previously utilized;
   and
b. a change in the Employer's operation directly related to the introduction of that equipment or material.

36.03 Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

36.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days' written notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

36.05 The written notice provided for in clause 36.04 will provide the following information:

a. the nature and degree of the technological change;
b. the date or dates on which the Employer proposes to effect the technological change;
c. the location or locations involved;
d. the approximate number and type of employees likely to be affected by the technological change;
e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

36.06 As soon as reasonably practicable after notice is given under clause 36.04, the Employer shall consult meaningfully with the Union concerning the rationale for the change and the topics referred to in clause 36.05 on each group of employees, including training.

36.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer makes every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

If the necessary training cannot be provided during the employee's working hours and if the Employer cannot modify, in accordance with Article 21, the shift schedule or the employee's schedule to enable the employee to receive the training, then the hours of training will be compensated at the applicable overtime rate.

Article 37: no discrimination

37.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability, membership or activity in the Union, marital status or a conviction for which a pardon has been granted.

37.02

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
b. If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

37.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

Article 38: sexual harassment

38.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

38.02

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
b. If by reason of paragraph (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

38.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

Article 39: statement of duties

39.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

Article 40: employee performance review and employee files

40.01

a. When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form is considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
b. The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
c. An employee has the right to make written comments to be attached to the performance review form.

40.02

a. Prior to an employee performance review, the employee shall be given:
    i. the evaluation form which will be used for the review;
    ii. any written document which provides instructions to the person conducting the review;
b. if during the employee performance review, either the form or instructions are changed they shall be given to the employee.

40.03 Upon written request of an employee, the personnel file of that employee shall be made available for his or her examination in the presence of an authorized representative of the Employer. Upon written request the employee shall obtain a copy of his or her personnel file.

Article 41: National Joint Council agreements

41.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement, and which the parties to this agreement have endorsed after December 6, 1978, will form part of this agreement, subject to the Federal Public Sector Labour Relations Act (FPSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113(b) of the FPSLRA.

41.02 The NJC items which may be included in a collective agreement are those items which the parties to the NJC agreements have designated as such or upon which the Chairman of the Federal Public Sector Labour Relations and Employment Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

41.03

a. The following directives, as amended from time to time by National Joint Council recommendation and which have been approved by the Treasury Board of Canada, form part of this agreement:
    Bilingualism Bonus Directive;
    Commuting Assistance Directive;
    Foreign Service Directives;
    Isolated Posts and Government Housing Directive;
    Memorandum of Understanding of Definition of Spouse;
    NJC Integrated Relocation Directive;
    Public Service Health Care Plan Directive;
    Travel Directive;
    Uniforms Directive;
    Occupational safety and health
        Boiler and Pressure Vessels Directive
        Committees and Representatives Directive
        Electrical Directive
        Elevating Devices Directive
        Elevated Work Structures Directive
        First Aid Allowance Directive
        First Aid Safety and Health Directive
        Hazardous Confined Spaces Directive
        Hazardous Substances Directive
        Materials Handling Directive
        Motor Vehicle Operations Directive
        Noise Control and Hearing Conservation Directive
        Personal Protective Equipment and Clothing Directive
        Pesticides Directive

Refusal to Work Directive
Sanitation Directive
Tools and Machinery Directive
Use and Occupancy of Buildings Directive

b. During the term of this agreement, other directives may be added to the above noted list.

41.04 Grievances in regard to the above directives shall be filed in accordance with clause 20.01 of the article on grievance procedure in this agreement.

Article 42: religious observance

42.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

42.02 Employees may, in accordance with the provisions of this agreement, request annual leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

42.03 Notwithstanding clause 42.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

42.04 An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence.

** Article 43: allowances and premiums

**

43.01 Dog handlers' allowance

a. When a detector dog handler is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid the following allowance of one ($1) dollar per hour.
b. Provided an employee gives the Employer at least two (2) weeks' advance notice before the commencement of the next work schedule of the employee's intention not to work with the detector dog, an employee shall not be required to handle a detector dog except as may be required in a penitentiary emergency.
c. The Employer shall reimburse the employee who is required to use a detector dog in the performance of their duties. For all site management approved expenses, the detector dog handler shall be reimbursed for their incurred expenses in accordance with the nationally approved list.

d. A committee composed of two (2) Union representatives and two (2) Employer representatives shall meet twice (2) per year to recommend to the Employer amendments to the approved list of equipment and expenses related to the detector dog handler position and any other conditions.

**

43.02 Responsibility allowance: Grierson Centre

Where, in a minimum security institution, the Director or other senior institutional personnel are not on duty on the evening shift and night shift from Monday to Friday and all shifts on weekends and statutory holidays, a correctional officer, at the CX-2 level, may be designated by management as the senior officer of the shift. The senior officer of the shift shall be compensated for assuming these additional duties and responsibilities by an allowance of seven dollars and fifty-five cents ($7.55) for each period of four (4) hours worked per shift.

Note: When an employee, who is in receipt of a special duty allowance or an extra duty allowance, is granted leave with pay, that employee is entitled during that period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis or for a period of two (2) or more months prior to the period of leave.

43.03 Clothing allowance

**

a. Those Correctional Officers I (CX-1) and Correctional Officers II (CX-2) employees, including those who are pregnant, who are not required to wear a uniform routinely during the course of their correctional officer duties or where the duration of formal accommodation would lead to a reasonable expectation of similar wear and tear on non-uniform clothing shall receive an annual clothing allowance of six hundred dollars ($600.00). This allowance will be payable once per fiscal year and by March 31. The maximum allowance payable per fiscal year is six hundred dollars ($600.00).

**

b. The allowance will be calculated on a monthly basis and prorated to the time the employee was assigned to these duties.
c. Any employee receiving this allowance shall not be eligible to receive points toward a uniform issue.
d. As well, if a correctional officer is involved in an altercation and his or her personal clothing is damaged in the performance of his or her duties, the employee's claim for compensation will be handled according to the ex-gratia payment policy.

**

43.04 Instructor allowance

When an employee is required to perform the duties of an instructor, he or she shall receive an allowance equal to two dollars fifty cents ($2.50) per hour, for each hour or part of an hour where he or she performs these duties, including overtime.

An employee paid at the CX-03 classification level is not entitled to this allowance.

**

43.05 Allowances for employees who accept to be Emergency Response Team members

The employee who is a member of the Emergency Response Team shall receive a premium of two dollars fifty cents ($2.50) per hour for each hour or part of an hour worked, including overtime, as soon as he or she is called up as a member of the Emergency Response Team.

This premium shall likewise apply during all training periods provided to emergency team members.

43.06 Correctional officer allowance

Employees who are eligible for the Penological Factor Allowance or the Offender Supervision Allowance are not covered by this article.

The Employer will provide an allowance to incumbents of a CX position for the performance of duties in the Correctional Services Group beginning June 1, 2013.

a. The correctional officer allowance is used to recognize the working conditions of the correctional officer employment and to provide additional compensation to an incumbent who is employed and who, by reason of duties being performed, assumes the responsibilities associated with the Correctional Services Group.
b. The value of the correctional officer allowance is one thousand seven hundred and fifty dollars ($1,750) per annum. This allowance shall be paid on the same basis as the employee's regular pay. An employee shall be entitled to receive the allowance for any month in which he or she receives a minimum of eighty (80) hours' pay in a position to which the allowance applies.
c. An employee will be entitled to receive the correctional officer allowance:
    i. during any period of paid leave up to a maximum of sixty (60) consecutive calendar days;
    or
    ii. during the full period of paid leave where an employee is granted injury-on-duty leave with pay.
d. The correctional officer allowance does not form part of a CX's salary except for the calculation of the maternity and parental allowance.

**

e. Effective June 1, 2016, this allowance ceases to apply.

Article 44: shift principle

44.01

a. When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends before or beyond three (3) hours of his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between 7 am and 6 pm; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

i. Federal Public Sector Labour Relations and Employment Board Proceedings
clauses 14.01, 14.02, 14.04, 14.05 and 14.06.
ii. Contract Negotiation and Preparatory Contract Negotiation Meetings
clauses 14.09 and 14.10.
iii. Court Leave
clause 30.14
iv. Personnel Selection Process
clause 30.16
v. To write Provincial Certification Examinations which are a requirement for the continuation of the performance of the duties of the employee's position.
vi. Training courses which the employee is required to attend by the Employer.

b. Notwithstanding paragraph (a), proceedings described in subparagraph (vi) are not subject to the condition that there be no increase in cost to the Employer.

** Article 45: maternity-related reassignment or leave

**

45.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the fifty-second (52nd) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child.

45.02 An employee's request under clause 45.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk. Dependent upon the particular circumstances of the request, the Employer may obtain an independent medical opinion.

45.03 An employee who has made a request under clause 45.01 is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

a. modifies her job functions or reassigns her,
or
b. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

45.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

**

45.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than fifty-two (52) weeks after the birth.

45.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

45.07 Notwithstanding clause 45.05, for an officer working in an institution where she is in direct and regular contact with offenders, if the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the officer in writing and shall grant leave of absence with pay to the officer for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than at the time the officer proceeds on maternity leave without pay or the termination date of the pregnancy, whichever comes first.

45.08 An employee who returns to work at the end of her maternity leave or parental leave may ask for a reduced work week ending no later than twelve (12) months after the end of the maternity leave or the parental leave without pay set out in clauses 30.02 and 30.05.

For the duration of this period, the employee's benefits are governed by Article 35: part-time employees.

In order for an employee to have a reduced work week, the Employer, the employee and the Union must conclude an agreement in writing to this effect. The employee may terminate the agreement at any time on thirty (30) days' notice. When the agreement expires, the employee shall return to her position or to a position equivalent to the substantive position she occupied before the leave.

Article 46: medical appointment for pregnant employees

46.01 Up to four (4) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

46.02 Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

Article 47: training consultation

47.01 The Correctional Service of Canada (CSC) and the Union agree to discuss training needs at the institutional level. The issue of training will be a standing item for discussion at regular meetings of labour relations committees at all levels and shall address such topics as type, frequency, access and adequacy of training.

47.02 The Correctional Service of Canada (CSC) and the Union agree to set up a National training committee composed of equal numbers of Union representatives and Employer representatives.

47.03 The mandate of this committee is to discuss training and to make recommendations, as required, to the Correctional Service of Canada (CSC)'s executive committee.

Article 48: membership fees

48.01 The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

48.02 Membership dues referred to in Article 10: check-off of this agreement are specifically excluded as reimbursable fees under this article.

Part 5: pay and duration

Article 49: pay administration

49.01 Except as provided in this article, the terms and conditions governing the application of pay to employees are not affected by this agreement.

49.02 An employee is entitled to be paid for services rendered at:

a. The pay specified in Appendix "A", for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;
or
b. The pay specified in Appendix "A", for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

49.03

a. The rates of pay set forth in Appendix "A" shall become effective on the dates specified.
b. Where the rates of pay set forth in Appendix "A" have an effective date prior to the date of signing of this collective agreement, the following shall apply:
    i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
    ii. a retroactive upward revision in rates of pay shall apply to employees, former employees, or, in the case of death, the estates of former employees who were employees in the group during the retroactive period;
    iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is immediately below the rate of pay being received prior to the revision;

iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment, using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay immediately below the rate of pay being received prior to the revision;

v. no payment or no notification shall be made pursuant to paragraph 49.03(b) for one dollar ($1) or less.

49.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

49.05 This article is subject to the Memorandum of Understanding signed by the Employer and previous Union dated February 9, 1982, in respect of red-circled employees.

49.06 If, during the term of this collective agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Union the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

49.07 When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least eight (8) hours of work, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

49.08 When the regular pay day for an employee falls on his or her day of rest, every effort must be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work and has been verified.

Article 50: agreement re-opener clause

50.01 This agreement may be amended by mutual consent.

** Article 51: duration

51.01 This collective agreement shall expire on May 31, 2018.

51.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

51.03 The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and twenty (120) days from the date it is signed.

Signed at Ottawa, this 20th day of the month of February 2018.

The Treasury Board of Canada

Sandra Hassan
Patricia Phee
Stéphane Ferland
Wanita Koczka
Nick Fabiano
France Gratton
Adele MacInnis-Meagher
Bobbi Sandhu
Barry Niles
Kristel Henderson

Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada (CSN)

Jason Godin
Michel Bouchard
Derek Chin
Frédérick Lebeau
Éric Thibault
Robert Finucan
James Bloomfield
Gord Robertson
Jeff Wilkins
Doug White
Kevin Grabowsky

** Appendix "A"

CX: Correctional Services (Supervisory and Non-Supervisory) Group annual rates of pay (in dollars)

Table legend

$) Effective June 1, 2013
A) Effective June 1, 2014
B) Effective June 1, 2015
X) Effective June 1, 2016 - Restructure
Y) Effective June 1, 2016 - Restructure
C) Effective June 1, 2016
D) Effective June 1, 2017

CX-1

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 1, 2013	55970	59329	62888	66660	70663
A) June 1, 2014	56670	60071	63674	67493	71546
B) June 1, 2015	57378	60822	64470	68337	72440
X) June 1, 2016: restructure	58698	62221	65953	69909	74106
Y) June 1, 2016: restructure	60448	63971	67703	71659	75856
C) June 1, 2016	61204	64771	68549	72555	76804
D) June 1, 2017	61969	65581	69406	73462	77764

CX-2

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 1, 2013	59398	62962	66739	70742	74985
A) June 1, 2014	60140	63749	67573	71626	75922
B) June 1, 2015	60892	64546	68418	72521	76871
X) June 1, 2016: restructure	62293	66031	69992	74189	78639
Y) June 1, 2016: restructure	64043	67781	71742	75939	80389
C) June 1, 2016	64844	68628	72639	76888	81394
D) June 1, 2017	65655	69486	73547	77849	82411

CX-3

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 1, 2013	64594	68470	72578	76932	81548
A) June 1, 2014	65401	69326	73485	77894	82567
B) June 1, 2015	66219	70193	74404	78868	83599
X) June 1, 2016: restructure	67742	71807	76115	80682	85522
Y) June 1, 2016: restructure	69492	73557	77865	82432	87272
C) June 1, 2016	70361	74476	78838	83462	88363
D) June 1, 2017	71241	75407	79823	84505	89468

Pay notes

Pay increment (applicable to all employees)

a. Every twelve (12) month period, on the anniversary of his or her hiring date, the employee shall advance to the next increment.

b. For the purpose of administering Pay Increment Note I(a), the pay increment date for an employee, appointed on or after March 20, 1980, to a position in the bargaining unit upon promotion, demotion or from outside the public service, shall be the anniversary date of such appointment. The anniversary date for an employee who was appointed to a position in the bargaining unit prior to March 20, 1980, shall be the date on which the employee received his or her last pay increment.

** Appendix “B”

Work force adjustment

Table of contents

- General
    - Application
    - Collective agreement
    - Objectives
    - **Definitions
    - Authorities
    - Monitoring
    - References
    - Enquiries
- Part I: Roles and responsibilities
    - **1.1 Departments
    - 1.2 The Treasury Board Secretariat
    - 1.3 The Public Service Commission
    - **1.4 Employees
- Part II: Official notification
    - 2.1 Department
    - 2.2 Treasury Board Secretariat
- Part III: Relocation of a work unit
    - 3.1 General
- Part IV: Retraining
    - 4.1 General
    - 4.2 Surplus employees
    - 4.3 Laid-off persons
- Part V: Salary protection
    - 5.1 Lower-level position
- Part VI: Options for employees
    - **6.1 General
    - ** 6.2 Voluntary programs
    - **6.3 Alternation
    - **6.4 Options
    - 6.5 Retention payment
- Part VII: Special provisions regarding alternative delivery initiatives
    - Preamble
    - 7.1 Definitions
    - 7.2 General

  - 7.3 Responsibilities
  - 7.4 Notice of alternative delivery initiatives
  - 7.5 Job offers from new Employers
  - 7.6 Application of other provisions of the Appendix
  - 7.7 Lump-sum payments and salary top-up allowances
  - 7.8 Reimbursement
  - 7.9 Vacation leave credits and severance pay

- Annex A: Statement of pension principles
- Annex B: Transition Support Measure

General

Application

This Appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this agreement.

Notwithstanding the job security article, in the event of conflict between the present work force adjustment Appendix and that article, the present work force adjustment Appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by work force adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a work force adjustment situation and for whom the deputy head knows or can predict employment availability will receive a guarantee of a reasonable job offer within the public service. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Part VI and VII).

Definitions

accelerated lay-off (mise en disponibilité accélérée)

Occurs when a surplus employee makes a request to the deputy head, in writing, to be laid off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

affected employee (employé-e touché)

Is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a work force adjustment situation.

alternation (échange de postes)

Occurs when an opting employee (not a surplus employee) who wishes to remain in the public service exchanges positions with a non-affected employee (the alternate) willing to leave the public service with a Transition Support Measure or with an education allowance.

alternative delivery initiative (diversification des modes de prestation des services)

Is the transfer of any work, undertaking or business of the public service to anybody or corporation that is a separate Employer or that is outside the public service.

appointing department (ministère d'accueil)

Is a department or agency which has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

deputy head (administrateur général)

Has the same meaning as in the definition of "deputy head" set out in section 2 of the Public Service Employment Act, and also means his or her official designate.

**

education allowance (indemnité d'études)

Is one of the options provided to an indeterminate employee affected by normal work force adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment, equivalent to the Transitional Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution, book and mandatory equipment costs, up to a maximum of fifteen thousand dollars ($15,000.00).

guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)

Is a guarantee of an offer of indeterminate employment within the public service provided by the deputy head to an indeterminate employee who is affected by work force adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict employment availability in the public service. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.

home department (ministère d'attache)

Is a department or agency declaring an individual employee surplus.

laid-off person (personne mise en disponibilité)

Is a person who has been laid off pursuant to PSEA 64(1) and who still retains a reappointment priority under PSEA 41(4) and 64.

lay-off notice (avis de mise en disponibilité)

Is a written notice of lay-off to be given to a surplus employee at least one month before the scheduled lay-off date. This period is included in the surplus period.

lay-off priority (priorité de mise en disponibilité)

A person who has been laid off is entitled to a priority for appointment without competition or appeal to a position in the public service for which, in the opinion of the PSC, they are qualified. This priority is accorded for one year following the lay-off date, pursuant to subsection 41(5) of the Public Service Employment Act, or following the termination date, pursuant to paragraphs 41(4), 44 and 46 of the Public Service Employment Act.

**

opting employee (employé-e optant)

Is an indeterminate employee whose services will no longer be required because of a work force adjustment situation and who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options of Part 6.3 of this Appendix.

pay (rémunération)

Has the same meaning as "rate of pay" in this agreement.

priority administration system (système d'administration des priorités)

Is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

public service (fonction publique)

Means the several positions in or under any department, agency, or other portion of the public service of Canada specified in Schedules I and IV of the Financial Administration Act, for which the PSC has the sole authority to appoint.

reasonable job offer (offre d'emploi raisonnable)

Is an offer of indeterminate employment within the public service, normally at an equivalent level but could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel Directive. In Alternative Delivery situations, a reasonable offer is one that meets the criteria set out in Type 1 and Type 2 of Part VII of this Appendix.

reinstatement priority (priorité de réintégration)

Is an appointment priority accorded by the PSC, pursuant to the Public Service Employment Regulations, to certain individuals salary-protected under this Appendix for the purpose of assisting such persons to re-attain an appointment level equivalent to that from which they were declared surplus.

relocation (réinstallation)

Is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty, beyond what, according to local custom, is a normal commuting distance.

relocation of work unit (réinstallation d'une unité de travail)

Is the authorized move of a work unit of any size to a place of duty beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

retraining (recyclage)

Is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the public service.

surplus employee (employé-e excédentaire)

Is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

surplus priority (priorité d'employé-e excédentaire)

Is an entitlement for a priority in appointment accorded by the PSC, pursuant to the Public Service Employment Regulations, to surplus employees to permit them to be appointed to other positions in the public service without competition or right of appeal.

surplus status (statut d'employé-e excédentaire)

An indeterminate employee is in surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

transition Support Measure (mesure de soutien à la transition)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service in the public service, as per Annex B.

twelve-month surplus priority period in which to secure a reasonable job offer (priorité d'employé-e excédentaire d'une durée de douze mois pour trouver une offre d'emploi raisonnable)

Is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

work force adjustment (réaménagement des effectifs)

Is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to relocate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this Appendix for which it has responsibility.

Monitoring

Departments shall retain central information on all cases occurring under this Appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types, and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

References

The primary references for the subject of work force adjustment are as follows:

- Canada Labour Code, Part I.
- Financial Administration Act, section 12.3(1).
- Pay Rate Selection (Treasury Board Manual, Pay administration volume, chapter 3).
- Policy on termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources Volume, Chapter 1-13).
- Public Service Employment Act, section 40, 41, 46 and 64.
- Public Service Employment Regulations, sections 3-12 and 21.
- Federal Public Sector Labour Relations Act, sections 80 to 93.
- Public Service Superannuation Act, section 40.1.
- Relocation Directive (Treasury Board Manual, Employee Services Volume, Chapter 3-1).
- Travel Directive (Treasury Board Manual, Employee Services Volume, Chapter 1-1).

Enquiries

Enquiries about this Appendix should be referred to the Bargaining Agent, or the responsible officers in departmental headquarters.

Responsible officers in departmental headquarters may, in turn, direct questions regarding the application of this Appendix to the Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental human resource advisors or to the regional and district offices of the PSC responsible for their case. Responsible officers in departmental headquarters seeking interpretations and guidance may contact the Employment Equity and Priority Administration Division of the Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission of Canada.

Part I: roles and responsibilities

1.1 Departments

1.1.1 Since indeterminate employees who are affected by work force adjustment situations are not themselves responsible for such situations, it is the responsibility of departments to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments shall carry out effective human resource planning to minimise the impact of work force adjustment situations on indeterminate employees, on the department, and on the public service.

**

1.1.3 Departments shall establish joint work force adjustment committees, where appropriate, to advise and consult on the work force adjustment situations within the department. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and/or organizations.

1.1.4 Departments shall, as the home department, cooperate with the PSC and appointing departments in joint efforts to redeploy or retrain for redeployment to appointing departments departmental surplus employees and laid-off persons.

1.1.5 Departments shall establish systems to facilitate redeployment or retraining of the department's affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

- is being provided a guarantee of a reasonable job offer from the deputy head and that the employee will be in surplus status from that date on,
  or

- is an opting employee and has access to the options of section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to work force adjustment for whom they know or can predict employment availability in the public service.

**

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three (3) options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), Twelve (12) month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to either provide a guarantee of a reasonable job offer or access to the options set out in 6.3 of this Appendix, upon request of any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 Departments shall send written notice to the PSC of the employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

1.1.11 Departments shall advise and consult with the Bargaining Agent representatives as completely as possible regarding any work force adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Bargaining Agent the name and work location of affected employees.

1.1.12 The home department shall recommend in writing to the PSC whether the employee is suitable for appointment. Where an employee is not considered suitable for appointment, the department shall advise the employee and the Bargaining Agent of that recommendation. The department shall send to the employee a copy of the written communication to the Public Service Commission, indicating the reasons for the recommendation together with any enclosures. The department shall also advise the employee that he or she may make oral or written submissions about the matter to the Public Service Commission before the PSC makes its decision. Where the Public Service Commission does not accept the department's recommendation, the department shall provide the surplus period required under this Appendix, beginning on the date the department is advised of the decision. The department shall so advise the employee.

1.1.13 The home department shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department commensurate with his or her qualifications, if such a position were available.

1.1.14 Departments shall provide that employee with the official notification that he or she has become subject to a work force adjustment and shall remind them that Appendix "E" on work force adjustment of this agreement applies.

1.1.15 Deputy heads shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and lay-offs shall normally only occur where an individual has refused a reasonable job offer, or is not mobile, or cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.16 Departments are responsible to counsel and advise their affected employees on their opportunities of finding continuing employment in the public service.

1.1.17 Appointment of surplus employees to alternative positions, whether with or without retraining, shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.18 Home departments shall appoint as many of their own surplus employees or laid-off persons as possible, or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.19 Home departments shall relocate surplus employees and laid-off individuals, if necessary.

1.1.20 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, providing that:

- there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
  or
- no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.21 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department. Such cost shall be consistent with the Travel and Relocation directives.

1.1.22 For the purposes of the Relocation Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on Employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.23 For the purposes of the Travel Directive, laid-off persons travelling to interviews for possible reappointment to public service are deemed to be "other persons travelling on government business".

1.1.24 For the priority period, home departments shall pay the salary costs, and other authorized costs such as tuition, travel, relocation, and retraining for surplus employees and laid-off persons, as provided for in this agreement and the various directives; all authorized costs of termination; and salary protection upon lower-level appointment, unless the appointing department is willing to absorb these costs in whole or in part.

1.1.25 Where a surplus employee is appointed by another department to a term position, the home department is responsible for the costs above for one year from the date of such appointment, after which the appointing department becomes the new home department.

1.1.26 Departments shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

1.1.27 Departments shall inform the PSC in a timely fashion of the results of all referrals made to them under this Appendix, whether such referrals are for immediate appointment, for retraining designed to qualify individuals for appointment, or for anticipated vacancies.

1.1.28 Departments shall review the use of private temporary agency personnel, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments shall not re-engage such temporary agency personnel nor renew the employment of such employees referred to above where such action would facilitate the appointment of surplus employees or laid-off persons.

1.1.29 Nothing in the foregoing shall restrict the Employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.30 Departments may lay off an employee at a date earlier than originally scheduled when the surplus employee requests them to do so in writing.

1.1.31 Departments, acting as appointing departments, shall cooperate with the PSC and other departments in accepting, to the extent possible, affected, surplus and laid-off persons, from other departments for appointment or retraining.

**

1.1.32 Departments shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date, if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the President of the Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada – CSN.

1.1.33 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one month after the refusal, however not before six (6) months after the surplus declaration date.

1.1.34 Departments are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.35 Departments shall inform and counsel affected and surplus employees as early and as completely as possible and shall, in addition, assign a counsellor to each opting and surplus employee and laid-off person to work with them throughout the process. Such counselling is to include explanations and assistance concerning:

a. the work force adjustment situation and its effect on that individual;
b. the work force adjustment Appendix;
c. the PSC's Priority Administration System and how it works from the employee's perspective (referrals, interviews or "boards", feedback to the employee, follow-up by the PSC, how the employee can obtain job information and prepare for an interview, etc.);
d. preparation of a curriculum vitae or resumé;
e. preparation for an interview with the PSC;
f. the employee's rights and obligations;
g. the employee's current situation (for example: pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
h. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
i. the likelihood that the employee will be successfully appointed;
j. the meaning of a guarantee of reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure, an education allowance;

**

k. advise employees to seek out proposed alternations and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
l. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
m. preparation for interviews with prospective Employers;
n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
and
o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;

**

p. Advising employees of the right to be represented by the Union in the application of this Appendix.

1.1.36 Home departments shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by themselves, the employee and the appointing department.

1.1.37 Severance pay and other benefits flowing from other clauses in this agreement are separate from, and in addition to, those in this Appendix.

1.1.38 Any surplus employee who resigns under this Appendix shall be deemed, for the purposes of severance pay and retroactive remuneration, to be involuntarily laid off on the day as of which the deputy head accepts in writing the employee's resignation.

1.2 The Treasury Board Secretariat

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

a. investigate and seek to resolve situations referred by the PSC or other parties, and
b. consider departmental requests for retraining resources.

1.3 The Public Service Commission

1.3.1 The PSC shall establish and modify staffing policies and procedures to ensure the most effective and efficient means of maximizing the redeployment of surplus employees and the appointment of laid-off persons to positions in the public service.

1.3.2 The PSC shall temporarily restrict or suspend any authority delegated to deputy heads to make appointments in specified occupational groups when such action is necessary.

1.3.3 The PSC shall actively market surplus employees and laid-off persons to all departments unless the individuals have advised the PSC in writing that they are not available for appointment.

1.3.4 The PSC shall advise the Treasury Board Secretariat when departments fail to comply in good faith with this Appendix and/or to cooperate with the PSC in redeployment, retraining, or appointment activities.

1.3.5 The PSC shall determine, to the extent possible, the occupations in which there are skill shortages for which surplus employees or laid-off persons could be retrained, and advise departments accordingly.

1.3.6 The PSC shall provide surplus and laid-off individuals with counselling on their work force adjustment situation and its impact on them during their priority entitlement.

1.3.7 The PSC shall provide information directly to the Bargaining Agent on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis, through reports to the Bargaining Agent.

1.3.8 The Public Service Commission shall decide whether employees are suitable for appointment. Where a deputy head recommends that an employee is not suitable, the PSC shall, after considering such a recommendation, and representations of the employee or his or her representative, advise the deputy head, the employee, and his or her representative of its decision whether the employee is entitled to surplus and lay-off priority and the reasons for the decision. The PSC shall also inform the Bargaining Agent of its decision.

1.3.9 The PSC shall, wherever possible, ensure that reinstatement priority is given to all employees who are subject to salary protection.

1.3.10 While the responsibility for retraining lies with the home department, the PSC is responsible for making the appropriate referrals and may recommend retraining where it would facilitate appointment, and the appointing department is responsible for considering retraining the individual and for justifying a decision not to retrain.

1.3.11 The PSC shall inform, in a routine and timely manner, a surplus employee or laid-off person, his or her home department and a representative of the Bargaining Agent, when he or she has been referred to a department for consideration but will not be offered the position. The PSC shall include full details of why he or she will not be appointed to or retrained for that position.

1.4 Employees

1.4.1 Employees have the right to be represented by the Bargaining Agent in the application of this Appendix.

1.4.2 Employees who are directly affected by work force adjustment situations and who receive a guarantee of a reasonable job offer, or who opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible for:

a. actively seeking alternative employment in co-operation with their departments and the PSC, unless they have advised the department and the PSC, in writing, that they are not available for appointment;
b. seeking information about their entitlements and obligations;
c. providing timely information to the home department and to the PSC to assist them in their appointment activities (including curriculum vitae or resumés);
d. ensuring that they can be easily contacted by the PSC and appointing departments, and attending appointments related to referrals;
e. seriously considering job opportunities presented to them (referrals within the home department, referrals from the PSC, and job offers made by departments), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

a. considering the options of Part VI of this Appendix;

**

b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II: official notification

2.1 Department

2.1.1 In any work force adjustment situation which is likely to involve ten or more indeterminate employees covered by this Appendix, the department concerned shall notify the Director, Human Resources Management Group, Human Resources Management Division, Human Resources Branch, Treasury Board Secretariat, in confidence, at the earliest possible date and under no circumstances less than ninety-six (96) hours before the situation is announced. The department shall send a copy of the advice to the Director General, Recruitment Programs and Priority Administration Directorate, Resourcing and Learning Branch, Public Service Commission.

2.2 Treasury Board Secretariat

2.2.1 Upon notification by the department concerned in 2.1 above, and under no circumstances less than forty-eight (48) hours before the situation is announced, the Director, Human Resources Management Group, Human Resources Branch, Treasury Board Secretariat shall inform, in writing and in confidence, the chief executive officer of the Bargaining Agent. This information is to include the identity and location of the work unit(s) involved; the expected date of the announcement; the anticipated timing of the situation; and the numbers of employees, by group and level, who will be affected.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a work force adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can either provide the employee with a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.19 to 1.1.23.

3.1.4 Although departments will endeavour to respect employee location preferences, nothing precludes the department from offering the relocated position to employees in receipt of a guarantee of a reasonable job offer from their deputy heads, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options set out in Part VI of this Appendix.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees, and laid-off persons, departments shall make every reasonable effort to retrain such persons for:

a. existing vacancies,
or
b. anticipated vacancies identified by management.

4.1.2 The PSC and departments shall be responsible for identifying situations where retraining can facilitate the appointment of surplus employees and laid-off persons, and shall cooperate in such efforts.

4.1.3 Subject to the provisions of 4.1.2, the deputy head of the home department shall approve up to two years of retraining, unless retraining costs cannot be absorbed, in which case the prior approval of the Treasury Board Secretariat is required following review of a retraining plan by the PSC.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining providing:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
and
b. there are no other available priority persons who qualify for the position.

4.2.2 The home department is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department and is entitled to be paid in accordance with his or her current appointment, unless the appointing department is willing to appoint the employee indeterminately, conditional on successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid off at the end of the surplus period, provided that the Employer has been unsuccessful in making the employee a reasonable job offer.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, with the approval of the PSC, providing:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
b. the individual meets the minimum requirements set out in the relevant Selection Standard for appointment to the group concerned;
c. there are no other available persons with a priority who qualify for the position; and
d. the appointing department cannot justify a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan reviewed by the PSC shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement, or, in the absence of such provisions, the appropriate provisions of the Regulations Respecting Pay on Reclassification or Conversion.

5.1.2 Employees whose salary is protected pursuant to section 5.1.1. will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid off.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict employment availability. Employees in receipt of this guarantee would not have access to the choice of options below.

**

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three (3) options below before a decision is required of them.

**

6.1.3 The opting employee must choose, in writing, one of the three options of section 6.3 of this Appendix within the one hundred and twenty (120) day window. The employee cannot change options once having made a written choice.

**

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), Twelve-month surplus priority period in which to secure a reasonable job offer at the end of the one hundred and twenty (120) day window.

**

6.1.5 If a reasonable job offer which does not require a relocation is made at any time during the one hundred and twenty (120) day opting period and prior to the written acceptance of the Transition Support Measure or the education allowance option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the education allowance.

**

6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the Public Service Employment Act shall be sent forthwith to the President of the Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada - CSN.

**

6.2 Voluntary programs

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations involving five (5) or more affected employees working at the same group and level and in the same work unit. Such programs shall:

A. Be the subject of meaningful consultation through joint Union-management WFA committees.
B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing.
C. Take place after affected letters have been delivered to employees.
D. Take place before the department or organization engages in the SERLO process.
E. Provide for a minimum of thirty (30) calendar days for employees to decide whether they wish to participate.
F. Allow employees to select options B, Ci or Cii.
G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

6.3.1 All departments must participate in the alternation process.

6.3.2 An alternation occurs when an opting employee who wishes to remain in the public service exchanges positions with a non-affected employee (the alternate) willing to leave the public service under the terms of Part VI of this Appendix.

**

6.3.3

a. Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the Core Public Administration.
b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1(b) or 6.4.1(c)(i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 An indeterminate employee wishing to leave the public service may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation will result in retaining the skills required to meet the ongoing needs of the position and the public service.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position, except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not the same group and level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six per cent (6%) higher than the maximum rate of pay for the lower paid position.

6.3.8 An alternation must occur on a given date, that is, two (2) employees directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations".

**

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a. Twelve (12) month surplus priority period in which to secure a reasonable job offer is time-limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid off in accordance with the Public Service Employment Act. Employees who choose or are deemed to have chosen this option are surplus employees.

When a surplus employee who has chosen, or who is deemed to have chosen, Option (a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump sum payment for the pay in lieu cannot exceed the maximum of that which he or she would have received had they chosen Option (b), the Transition Support Measure.

Departments will make every reasonable effort to market a surplus employee and the Employer will ask the Public Service Commission to make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.
or

**

b. Transition Support Measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex B) made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period.
or

**

c. Education allowance is a Transitional Support Measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars ($15,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

i. resign from the public service but be considered to be laid-off for severance pay purposes on the date of their departure,
or

ii. Delay their departure date and go on leave without pay for a maximum period of two (2) years, while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both Employer and employee share to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternate employment in the public service, the employee will be laid off in accordance with the Public Service Employment Act.

6.4.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.4.3 The TSM, pay in lieu of unfulfilled surplus period and the education allowance cannot be combined with any other payment under the work force adjustment Appendix.

6.4.4 In the cases of: pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon acceptance of his or her resignation.

6.4.5 Employees choosing Option (c)(ii) who have not provided their department with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the public service, and be considered to be laid-off for purposes of severance pay.

**

6.4.6 Opting employees who choose Option (b) or (c) above will be entitled to up to one thousand dollars ($1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

**

6.4.7 An opting employee who has received pay in lieu of unfulfilled surplus period, a TSM or an education allowance and is reappointed to the public service shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the TSM or education allowance was paid.

6.4.8 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.9 If a surplus employee who has chosen, or is deemed to have chosen, Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.10 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the public service without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedules I and IV of the Financial Administration Act, or is hired by the new Employer within the six (6) months immediately following his or her resignation, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of such reappointment or hiring, to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease, and:

a. such jobs are in remote areas of the country,
or
b. retraining and relocation costs are prohibitive,
or
c. prospects of reasonable alternative local employment (whether within or outside the public service) are poor.

6.5.5 Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the public service to take effect on that closure date, a sum equivalent to six (6) months' pay payable upon the day on which the departmental operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where public service work units:

a. are being relocated,
and
b. when the deputy head of the home department decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation,
and
c. where the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and offers a resignation from the public service to take effect on the relocation date, a sum equivalent to six (6) months' pay payable upon the day on which the departmental operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

a. where the public service work units are affected by alternative delivery initiatives;
b. when the deputy head of the home department decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new Employer;
and
c. where the employee has not received a job offer from the new Employer or has received an offer and did not accept it.

6.5.9 Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the public service to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII: special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

a. fair and reasonable treatment of employees;
b. value for money and affordability;
and
c. maximization of employment opportunities for employees.

The parties recognize:

1. the Union's need to represent employees during the transition process;
2. the Employer's need for greater flexibility in organising the public service.

7.1 Definitions

For the purpose of this part, an **alternative delivery initiative (diversification des modes de prestation des services)**

Is the transfer of any work, undertaking or business of the public service to any body or corporation that is a separate Employer or that is outside the public service;

For the purpose of this part, a **reasonable job offer (offre d'emploi raisonnable)**

Is an offer of employment received from a new Employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with section 7.2.2;

For the purpose of this part, a **termination of employment (licenciement de l'employé-e)**

Is the termination of employment referred to in paragraph 12(1)f) of the Financial Administration Act (FAA).

7.2 General

Departments will, as soon as possible after the decision is made to proceed with an ASD initiative, and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the Bargaining Agent component(s) of its intention.

The notice to the Bargaining Agent component(s) will include:

a. the program being considered for ASD,
b. the reason for the ASD,
and
c. the type of approach anticipated for the initiative (for example, transfer to province, commercialization).

A joint WFA-ASD committee will be created for ASD initiatives and will have equal representation from the department and the component(s). By mutual agreement the committee may include other participants. The joint WFA-ASD committee will define the rules of conduct of the committee.

In cases of ASD initiatives, the parties will establish a joint WFA-ASD committee to conduct meaningful consultation on the human resources issues related to the ASD initiative in order to provide information to the employee which will assist him or her in deciding on whether or not to accept the job offer.

1. Commercialization

In cases of commercialization where tendering will be part of the process, the members of the joint WFA-ASD committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be used in the request for proposal (RFP) process. The committee will respect the contracting rules of the federal government.

2. Creation of a new agency

In cases of the creation of new agencies, the members of the joint WFA/ASD committee shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.

3. Transfer to existing Employers

In all other ASD initiatives where an Employer-employee relationship already exists the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.

In the cases of commercialization and creation of new agencies consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department may still proceed with the transfer.

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this Appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new Employer shall be treated in accordance with the provisions of this part and, only where specifically indicated will other provisions of this Appendix apply to them.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. **Type 1 (full continuity)**

Type 1 arrangements meet all of the following criteria:

i. legislated successor rights apply. Specific conditions for successor rights applications will be determined by the labour legislation governing the new Employer;

ii. recognition of continuous employment in the public service, as defined in the Directive on Terms and Conditions of Employment, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;

iii. pension arrangements according to the Statement of Pension Principles set out in Annex A, or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;

iv. transitional employment guarantee: a two (2) year minimum employment guarantee with the new Employer;

v. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;

vi. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to maximum of the new Employer's LTDI waiting period.

b. **Type 2 (substantial continuity)**

Type 2 arrangements meet all of the following criteria:

i. the average new hourly salary offered by the new Employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are the same;

ii. the average annual salary of the new Employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential), when the hours of work are different;

iii. pension arrangements according to the Statement of Pension Principles as set out in Annex A, or in cases where the test of reasonableness set out in that Statement is not met, payment of a lump-sum to employees pursuant to section 7.7.3;

iv. transitional employment guarantee: employment tenure equivalent to that of the permanent work force in receiving organizations or a two (2) year minimum employment guarantee;

v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;

vi. short-term disability arrangement.

c. **Type 3 (lesser continuity)**

A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new Employer will be deemed to constitute a reasonable job offer for purposes of this part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new Employer will not be deemed to constitute a reasonable job offer for purposes of this part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new Employers and advising the home department of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments shall provide written notice to all employees offered employment by the new Employer, giving them the opportunity to choose whether they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job offers from new Employers

7.5.1 Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new Employer in the case of Type 1 or 2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed upon date before the end of the four (4) month notice period except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice of termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new Employer.

7.5.3 Employees who do not accept a job offer from the new Employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this Appendix.

7.5.4 Employees who accept a job offer from the new Employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department for operational reasons provided that this does not create a break in continuous service between the public service and the new Employer.

7.6 Application of other provisions of the Appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.4, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or 2 transitional employment arrangement. A payment under section 6.4 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new Employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three (3) months' pay, payable upon the day on which the departmental work or function is transferred to the new Employer. The home department will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new Employer. This allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new Employer.

7.7.2 In the case of individuals who accept an offer of employment from the new Employer in the case of a Type 2 arrangement whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and section 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new Employer will be paid as a lump-sum payable on the day on which the departmental work or function is transferred to the new Employer.

7.7.3 Employees who accept the reasonable job offer from the successor Employer in the case of a Type 1 or Type 2 transitional employment arrangement where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new Employer's pension arrangements are less than 6.5 per cent (6.5%) of pensionable payroll (excluding the Employer's costs related to the administration of the plan) will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental work or function is transferred to the new Employer.

7.7.4 Employees who accept an offer of employment from the new Employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay payable on the day on which the departmental work or function is transferred to the new Employer. The home department will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their public service position and the salary applicable to their position with the new Employer. The allowance will be paid as a lump-sum, payable on the day on which the departmental work or function is transferred to the new Employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to subsection 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the public service of Canada specified from time to time in Schedules I, IV and V to the Financial Administration Act at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to subsection 7.6.1 and, as applicable, is either reappointed to that portion of the public service of Canada specified from time to time in Schedules I, IV and V to the Financial Administration Act or hired by the new Employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada by an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new Employer will accept these credits.

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new Employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer.

However, an employee who has a severance termination benefit entitlement under the terms of paragraph 33.05(b) or (c) of Appendix J shall be paid this entitlement at the time of transfer.

7.9.3 Where:

a. the conditions set out in 7.9.2 are not met,
b. the severance provisions of this agreement are extracted from this agreement prior to the date of transfer to another non-federal public sector Employer,
c. the employment of an employee is terminated pursuant to the terms of section 7.5.1, or

d. the employment of an employee who accepts a job offer from the new Employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new Employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid off on the day on which employment in the public service terminates.

Annex A: statement of pension principles

1. The new Employer will have in place, or Her Majesty in right of Canada will require the new Employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new Employer pension arrangements will be at least 6.5 per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology developed by Towers Perrin for the Treasury Board, dated October 7, 1997. This Assessment Methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new Employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new Employer to pay the Employer costs, Public Service Superannuation Act (PSSA) coverage could be provided during a transitional period of up to a year.
2. Benefits in respect of service accrued to the point of transfer are to be fully protected.
3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new Employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new Employer for vesting and benefit thresholds under the PSSA.

Annex B: Transition Support Measure

Years of service in the public service	Transition Support Measure (TSM) (payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34

8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31

37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	7
45	4

For indeterminate seasonal and part-time employees, the TSM will be prorated in the same manner as severance pay under the terms of this agreement.

Severance pay provisions of this agreement are in addition to the TSM.

** Appendix "C"

Overtime meal allowance

Effective January 1, 2014, all references and entitlements related to designated paid holidays no longer apply to employees working shifts in accordance with clause 21.02 of this agreement.

In view of the unique requirements found in the Correctional Service of Canada, and for the duration of the Correctional Services Group collective agreement, the Employer agrees to the following interpretation and application of the overtime meal allowance.

1. The overtime meal allowance will not be paid when an employee is provided with a meal(s) at departmental expense.
2. The "free meal" to be provided in lieu of the overtime meal allowance means a regular full course meal as prepared in the institution where the employee is employed.
3. A snack or sandwiches will not be considered by the Employer as a full course meal.
4. Notwithstanding the provisions of clause 21.15, when there is a reasonable expectation that an employee will work the full eight (8) hours' overtime shift, the first (1st) half (1/2) hour meal break will be allowed prior to the working of the first three (3) hours of overtime, and the second (2nd) half (1/2) hour meal break will be allowed after approximately four (4) hours of overtime have been worked.
5. Where an employee is scheduled to work overtime on a day of rest or in the case of a day worker on a designated paid holiday, the provisions of clause 21.15, and this Appendix, shall be applicable only with respect to such additional overtime hours which the employee may work in excess of the employee's prior scheduled hours of overtime on that day without prior notification.

**

6. Notwithstanding the above paragraphs, in the event that the Employer is unable to grant an employee reasonable time off with pay for the purpose of taking an overtime meal break in situations of both contiguous and non-contiguous overtime shifts, in lieu thereof the employee shall receive an additional one-half (1/2) hour of overtime compensation at the same overtime rate of the shift completed.

Appendix "D"

Inmate escorts

For the duration of the Correctional Services Group collective agreement, the Employer agrees to the following:

1. To the extent practicable, the Employer will endeavour to avoid assigning correctional officers on inmate escorts on other than their regular working days.
2. When an officer is required to escort an inmate outside of the headquarters area the employee will be compensated as follows:
    a. the total period during which the officer is escorting the inmate or has the inmate under visual surveillance will be considered as time worked and the officer will be compensated at the applicable straight time and/or overtime rate;
    b. an officer who is required to escort inmates at a time which is outside the officer's normal regular scheduled hours of work will be compensated at the applicable overtime rates;
    c. an officer who escorts an inmate for a period of less than the duration of the officer's shift will receive his or her regular pay for the day. However, on these occasions, where practicable, an officer will be required to perform other correctional officer duties for the balance of the shift;
    d. for day workers, on a statutory holiday or on a day of rest, and for all other employees on a day of rest, the employee will be compensated at the applicable overtime rate for the actual hours worked but in any event, no less than the equivalent of eight (8) hours at the straight-time rate;
    e. all hours included between the time of reporting to the institution until the time of return shall be considered as hours worked when these hours are consecutive without interruption by overnight stopover for a suitable rest period;
    f. when an officer's journey is interrupted by an overnight stopover the officer will be paid up to the time of the officer's arrival at his or her destination including normal travelling time to register at a hotel and will be paid for normal travelling time from the hotel to the officers point of departure. Thus, all hours between the normal time of registration at the hotel until the time of departure from the hotel will not be considered as hours worked;
    g. on an inbound or outbound journey, without an inmate, the correctional officer will be compensated for his regular hours of work as if he or she had been working and the remaining time in travel to be compensated at the applicable overtime rate to a maximum of eight (8) hours;
    h. on the return journey after a stopover and when escorting an inmate, the officer will be compensated as in paragraph (a) above;

   i. when a correctional officer, who has been performing escort duty outside the officer's headquarters area, does not have a reasonable rest period between the completion of the officer's escort duty and the start of his or her next scheduled shift, the officer will not be required to perform his or her duties for that day, however, the officer will receive a day's pay and the eight (8) hours will be deducted from the compensation earned during the period of escort.

3. When an officer is required to escort an inmate outside of the officer's headquarters area the officers will be subject to the following travelling conditions:
   a. an officer will be reimbursed for reasonable expenses incurred as normally defined by the Employer;
   b. an officer who is required to escort an inmate on a journey involving at least nine (9) hours will be given an overnight stopover whenever it is expected that the journey will exceed twelve (12) hours from the time of departure from the institution to the time of return to the institution;
   c. whenever it is expected that an officer may be required to drive more than eighty (80) kilometers (fifty (50) miles) in any day beyond the number of kilometers normally defined by the Employer the officer will be given an overnight stopover.

4. When a correctional officer is responsible for escorting an inmate, the Correctional Service of Canada (CSC) shall give the officer, before the start of the escort duty, the amount of money needed to cover his authorized expenses as well as those of the inmate.

** Appendix "E"

Memorandum of Understanding Between the Treasury Board and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) Regarding the Exclusion of CX-4 Level Positions

The Employer and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) agree to the following:

For the duration of this collective agreement, there shall be an exclusion of all positions classified CX-4 in the bargaining unit described as being composed of "all of the Employer's employees in the Correctional Services Group, as defined in Part 1 of the Canada Gazette for March 27, 1999."

For greater certainty, effective on the date of signing of this collective agreement, all terms and conditions of employment of this agreement shall apply to positions classified CX-03 and who were previously subject to this MOU.

Appendix "F"

Contributions to Fondaction

Definition

"Fondaction" means the Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l'emploi, a company created in Quebec by the filing of articles on June 22, 1995, in conformity with An Act to establish Fondaction le Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l'emploi (L.Q. C-48).

1. The Employer agrees to give employees the opportunity to contribute to Fondaction through payroll deductions. The employee may claim the immediate allowable tax reduction at source.
2. All deductions made in conformity with paragraph 1 of this Appendix, will be subject to the modalities agreed to by the Employer in conformity with the Loi constituant le Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l'emploi (L.Q. C-48).

Appendix "G"

Removal from duties pending the outcome of disciplinary investigations in regards to incidents involving offenders

1. When an employee is to be removed from his regular duties due to an incident involving an offender, the employee may be assigned other duties with pay or removed from his normal work site with pay pending the outcome of the disciplinary investigation provided he fully co-operate with the conduct of the investigation by attending interviews and hearings without undue delay. A refusal to attend interviews and hearings without undue delay shall result in the interruption of remuneration as long as the investigation has not been completed.
2. The parties agree that the Managers Guide to Staff Discipline will provide direction regarding the reassignment of an employee to other duties or the removal from the employee's normal work site. The parties agree to engage in meaningful consultation in the event changes to the Managers Guide to Staff Discipline are being considered.

** Appendix "H"

Memorandum of Understanding Between the Treasury Board and Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada – CSN (UCCO-SACC-CSN) with respect to notice of shift change

This Memorandum confirms the agreement reached by the parties at the bargaining table regarding collaboration between the Correctional Service Canada (the Department) and UCCO-SACC-CSN to look into the matter of notice period of shift change pursuant to paragraph 21.03d) of the collective agreement.

The Department and UCCO-SACC-CSN agree to initiate discussions within sixty (60) days of signing of the collective agreement to develop terms of reference for a project regarding the changing of the notice period under Article 21.03d).

Appendix "I"

List of institutions that do not have a Union office or that share a Union office

- Grierson Centre
- Edmonton Institution for Women
- Willow Cree
- OOHL

** Appendix "J"

Archived provisions for the elimination of severance pay for voluntary separations (resignation and retirement)

This Appendix is to reflect the language agreed to by the Employer and the Union of Canadian Correctional Officers – Syndicat des agents correctionnels du Canada – CSN for the elimination of severance pay for voluntary separations (resignation and retirement) on November 5, 2013. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Article 33: severance pay

Effective November 5, 2013, paragraphs 33.01(b) and (d) are deleted from the collective agreement.

33.01 Under the following circumstances and subject to clause 33.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

a. **Lay-off**

    i. On the first (1st) lay-off for the first (1st) complete year of continuous employment, two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

ii. On second (2nd) or subsequent lay-off one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under sub-paragraph (a)(i).

b. **Resignation**
On resignation, subject to paragraph 33.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) weeks' pay.

c. **Rejection on probation**
On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

d. **Retirement**

i. On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance, under the Public Service Superannuation Act, or

ii. a part-time employee, who regularly works more than thirteen and one-half (13 1/2) but less than thirty (30) hours a week, and who, if he or she were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder, or who would have been entitled to an immediate annual allowance if he or she were a contributor under the Public Service Superannuation Act,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

e. **Death**
If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

f. **Termination for cause for reasons of incapacity or incompetence**

i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to section 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to section 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

33.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under this article be pyramided.

For greater certainty, payments made pursuant to clauses 33.04 to 33.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 33.02.

33.03 Appointment to a separate Employer organization

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid all severance payment resulting from the application of paragraph 33.01(b) (prior to November 5, 2013) or clauses 33.04 to 33.07 (commencing on November 5, 2013).

33.04 Severance termination

Subject to clause 33.02 above, indeterminate employees on November 5, 2013 shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks.

Terms of payment

33.05 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

a. as a single payment at the rate of pay of the employee's substantive position as of November 5, 2013,
   or
b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
   or
c. as a combination of (a) and (b), pursuant to paragraph 33.06(c).

33.06 Selection of option

a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
c. The employee who opts for the option described in paragraph 33.05(c) must specify the number of complete weeks to be paid out pursuant to paragraph 33.05(a) and the remainder shall be paid out pursuant to paragraph 33.05(b).
d. An employee who does not make a selection under paragraph 33.06(b) will be deemed to have chosen option paragraph 33.05(b).

33.07 Appointment from a different bargaining unit

This clause applies in a situation where an employee is appointed into a position in the CX bargaining unit from a position outside the CX bargaining unit where, at the date of the appointment, provisions similar to those in paragraphs 33.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

a. Subject to clause 33.02 above, on the date an indeterminate employee becomes subject to this agreement after November 5, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
b. Subject to clause 33.02 above, on the date a term employee becomes subject to this agreement after November 5, 2013, he or she shall be entitled to severance termination benefits equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his substantive position on the day preceding the appointment.
c. An employee entitled to severance termination benefits under paragraph (a) or (b) shall have the same choice of options outlined in clause 33.05; however, the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
d. An employee who does not make a selection under paragraph 33.07(c) will be deemed to have chosen option paragraph 33.05(b).

Appendix "K"

Letter of Understanding Between the Treasury Board and the Union of Canadian Correctional Officers - Syndicat des agents correctionnels du Canada - CSN (UCCO-SACC-CSN) with Respect to the Effective Scheduling for the Correctional Service of Canada (CSC)

Principles of effective scheduling

There are four (4) basic principles of effectively scheduling to meet the business need of the Correctional Service of Canada (CSC).

1. **Economic:** Ensuring that the shift schedules are developed in a cost effective manner within existing funded resources.
2. **Operational:** Ensuring that the shift schedules are deploying the resources to all of the identified security activities.
3. **Contractual:** Ensuring that the shift schedules meet all of the clauses within the collective agreement.
4. **Process:** Ensuring that the national committee approves the shift schedules and their modifications submitted by the local committee before they are put into effect.

Rules for effective scheduling

The following rules have been established to maintain sustainable solutions for all stakeholders and to ensure effective scheduling that will address the business need of the organization and the quality of life for employees working in a correctional environment.

(A) Eight decimal five (8.5) hour shift schedules (Article 21.02)

Ensure shift schedules deploy employees for the correct hours of work in accordance with the collective agreement.

Build shift schedules to reflect the operational need of the institution. The current business need is eight (8), sixteen (16) and twenty-four (24) hour security activity coverage and shift schedules shall be developed based on the identified business need.

Deploy employees to the identified business need. For eight decimal five (8.5) hour shift schedules there shall only be eight decimal five (8.5) hour shifts for eight (8) hour correctional activities.

To maximize substitute relief positions there shall not be any overlap in the shift schedules. There shall be an equitable distribution of substitute relief positions for each day of the week, that is, eight decimal five (8.5) hour substitute relief positions for eight (8) hour correctional activities.

The process to determine how employees are assigned to an eight decimal five (8.5) hour shift schedule is determined by mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.

(B) Modified shift schedules (Article 34)

Ensure shift schedules deploy employees for the correct hours of work in accordance with the collective agreement.

Build shift schedules to reflect the operational need of the institution. The current business need is eight (8), sixteen (16) and twenty-four (24) hour correctional activity coverage and shift schedules shall be developed based on the identified business need.

Deploy employees to the identified business need, that is, for twelve decimal seven five (12.75) hour shift schedules the majority of shifts shall be twelve decimal seven five (12.75) hour shifts for twelve (12) hour correctional activities.

To maximize substitute relief positions there shall not be any overlap in the shift schedules. There shall be an equitable distribution of substitute relief positions for each day of the week, that is, twelve decimal seven five (12.75) hour substitute relief positions for twelve (12) hour correctional activities.

Employees working a modified shift schedule that contains twelve (12) or more hours shall not be scheduled more than four (4) consecutive shifts in a row.

Employees working a modified shift schedule that contains a sixteen (16) hour shift shall normally be scheduled to only one sixteen (16) hour shift in a shift cycle.

The process to determine how employees are assigned to a modified shift schedule is determined by mutual agreement at the local Labour Management Committee level. In cases where mutual agreement cannot be reached on a priority rating system, the institution shall assign among all the employees who have expressed interest and meet the requirements of the position, the employee with the most years of service as a correctional officer.

Process for approving schedule and schedule changes

Prior to any shift schedules being approved for implementation at any institution, they shall be reviewed and certified by the national committee identified for the purpose of overseeing the shift schedules. The national committee will confirm that the above principles have been adhered to and reflected in the shift schedules. If the shift schedules do not reflect the principles then the schedule submitted shall not be certified for implementation and shall be referred back to the local for further changes/amendments.

Once a shift schedule has been approved and implemented, it shall only be altered by the mutual consent of the local Union and management and after the subsequent review and certification by the national committee. However, in cases where a change in the security level of the institution or organizational change (for example, number of approved posts, hours of operations for posts, classification or type of posts for deployment purposes), the shift schedule shall be re-submitted to the national committee to review the compliance with the above principles. The national committee shall on an annual basis, review shift schedules in effect in an institution to ensure continued compliance with the above principles.

Committee composition

National Committee:

Two (2) Employer representatives
Two (2) Union representatives

Institutional Committees: a minimum of:

One (1) Employer representative
One (1) Union representative

Appendix "L"

Memorandum of Understanding

General

1. This Memorandum of Understanding cancels and replaces the Memorandum of Understanding entered into between the Treasury Board and the Public Service of Alliance of Canada on June 9, 1978.
2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.
3. This Memorandum of Understanding supersedes the Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with the Memorandum of Understanding.
4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.
5. This Memorandum of Understanding will form part of all collective agreements to which the Public Service Alliance of Canada and Treasury Board are parties, with effect from December 13, 1981.

Part I

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

Note: The term "attainable maximum rate of pay" means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.
2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to section 3(b) below shall apply until the position is vacated or the attainable maximum of the

reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maxima rates of pay shall be in accordance with the Retroactive Remuneration Regulations.

3.
    a. The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
    b. In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.
4. Employees subject to section 3 will be considered to have transferred (as defined in the Directive on Terms and Conditions of Employment) for the purpose of determining increment dates and rates of pay.

Part II

Part II of the Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this Memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to 100% of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.
2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.

Signed at Ottawa, this 9th day of the month of February 1982.